



The Corporation of the City of Temiskaming Shores
Regular Meeting of Council
Tuesday, October 18, 2016
6:00 P.M.
City Hall Council Chambers – 325 Farr Drive

Agenda

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

4. Approval of Agenda

Draft Motion

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

5. Disclosure of Pecuniary Interest and General Nature

6. Review and adoption of Council Minutes

Draft Motion

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

- a) Regular Meeting of Council – October 4, 2016

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

8. **Question and Answer Period**

9. **Presentations / Delegations**

- a) Tammy Borgen-Flood, Project Manager – Healthy Kids Community Challenge

Re: Theme No. 1 – Evaluation Findings

Draft Motion

Be it resolved that City Council acknowledges the presentation from Tammy Borgen-Flood in regards to Theme No. 1 – Evaluation Findings for the Healthy Kids Community Challenge for information purposes.

- b) Dani Grenier-Ducharme, Melissa Boivin and Tiffany Stow – District of Timiskaming Social Services Administration Board

Re: “*No Boundaries for Families*” – Vision for a Timiskaming Community Hub

Draft Motion

Be it resolved that City Council acknowledges the presentation regarding the potential of a Timiskaming Community Hub; and

That Council agrees to help facilitate Focus Group and Regional Consultations including the provision of free hall usage for the consultations.

10. Communications

- a) Kim Allen, Volunteer – Community Volunteer Income Tax Program
Re: Request for utilization of Don Shepherdson Memorial Arena and Haileybury Arena
Reference: Motion to be presented under New Business

- b) Réjeanne Bélisle-Massie, Chair – Village Noël
Re: Request for Road Closure - Village Noël event November 23 to November 27, 2016
Reference: Motion to be presented under New Business

- c) Municipal Policing Bureau, Financial Services Unit – Ontario Provincial Police
Re: 2017 Billing Statement for the City of Temiskaming Shores
Reference: Referred to the Treasurer and the Police Services Board

- d) Lorna Desmarais, Board Member – Tri-Town Ski and Snowboard Village
Re: Request Permission for Installation of sign
Reference: Referred to the Municipal Clerk

- e) Lynn Dollin, President – Association of Municipalities Ontario
Re: AMO Seeks Council Resolution – What’s Next Ontario?
Reference: Received for Information

- f) The Honourable Kathryn McGarry, Minister of Natural Resources & Forestry
Re: Legislation to Amend the *Aggregate Resources Act*
Reference: Received for Information

Draft Motion

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

11. Committees of Council – Community and Regional

Draft Motion

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

- a) Minutes of the Temiskaming Shores Accessibility Advisory Committee meeting held on September 21, 2016;
- b) Minutes of the Temiskaming Municipal Association meeting held on May 26, 2016;
- c) Minutes of the Earleton-Timiskaming Regional Airport Municipal Services Board meeting held on August 18, 2016 and the August 2016 Activity Report; and
- d) Minutes of the Community Economic Development Advisory Committee (CEDAC) meeting held on August 10, 2016.

12. Committees of Council – Internal Departments

Draft Motion

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

- a) Minutes of the Protection to Persons and Property meeting held on August 25, 2016; and
- b) Minutes of the Corporate Services Committee meeting held on October 3, 2016.

13. Reports by Members of Council

14. Notice of Motions

15. New Business

a) 2017 Community Volunteer Income Tax Program

Draft Motion

Be it resolved that Council for the City of Temiskaming Shores 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 28, 2017 to April 20, 2017 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 28, 2017 to April 27, 2017 for the Community Volunteer Income Tax Program.

b) Administrative Report RS-021-2016 – Water Bottle Filling Station – Health Kids Community Challenge

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report RS-021-2016 for information purposes.

- c) **Memo No. 024-2016-CS – Amendment No. 01 to By-law No. 2015-150 – FedNor Funding – 2016 PDAC Event**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 024-2016-CS; and

That Council directs staff to prepare the necessary by-law to amend By-law No. 2015-150 being an agreement with FedNor for funding for the 2016 PDAC Event to include Amendment No. 01 for consideration at the October 18, 2016 Regular Council meeting.

- d) **Memo No. 025-2016-CS – Road Closure – Village Noel and Santa Claus Parade**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 025-2016-CS; and

That Council directs staff to prepare the necessary by-law for the closure of various road sections to accommodate the Village Noel Event and Santa Claus Parade for consideration at the November 1, 2016 Regular Council meeting.

- e) **Memo No. 024-2016-PW – Clean Water and Wastewater Fund Application – 2016 Program**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 024-2016-PW;

That Council directs staff to finalize and submit an Application for Funding to the Clean Water and Wastewater Fund for the **“McCamus Avenue Water Treatment Plant Upgrades”** project.

- f) **Memo No. 025-2016-PW – Contract Change Order – Automated Announcement System - Transit**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Memo No. 025-2016-PW; and

That Council approves Contract Change Order No. 001 to By-law No. 2016-079, being an agreement with Consat Canada Inc. the amount of \$2,364 plus HST for an Automated Announcement System for the Transit buses.

g) Memo No. 026-2016-PW – Building Canada Fund – Small Communities Fund Agreement – Temiskaming Shores Infrastructure Upgrades (Phase I)

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 026-2016-PW; and

That Council directs staff to prepare the necessary by-law to enter into an funding agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Agriculture, Food and Rural Affairs under the New Building Canada – Small Communities Fund for consideration at the October 18, 2016 Regular Council meeting.

h) Administrative Report No. PW-045-2016 – 2016-17 Winter Operations Plan

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. PW-045-2016;

That Council directs staff to prepare the necessary by-law to adopt the 2016 – 2017 Winter Operations Plan for consideration at the October 18, 2016 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 13, 2016 and conclude on or about Friday, April 14, 2017.

i) Administrative Report No. PW-046-2016 – Tender Award – Gray Road Sanitary Lift Station

Draft Motion

Be it resolved that the That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-046-2016;

That as outlined in Section 3.5 of the City's Purchasing Policy, Council approves the award of the Temiskaming Shores Infrastructure Upgrades – Phase 1 project contract to Pederson Construction (2013) Inc. in the amount of \$8,177,563.50 plus applicable taxes;

That Council directs the Treasurer to proceed with an application to the Ontario Infrastructure & Lands Corporation (OILC) to borrow the City's unfunded portion of the project estimated at \$4,364,148; and

That Council directs Staff to prepare the necessary by-law and agreement for consideration at the October 18, 2016 Regular Council meeting.

j) Administrative Report No. PW-047-2016 – Change Order SLE Construction – Boardwalk Upgrades

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-047-2016; and

That Council approves Contract Change Order No. 001 to By-law No. 2016-047, being an agreement with SLE Construction to provide labour and material for upgrades to the boardwalk at the Haileybury Marina in the amount of **\$17,950.00** plus applicable taxes.

16. By-laws

Draft Motion

Be it resolved that:

By-law No. 2016-160 Being a by-law to authorize the Purchase of Land from RioCan Holdings Inc. being Part 1 on Plan 54R-3748 &

Part 17 on Plan 54R-3676 for the establishment of a Road Allowance

By-law No. 2016-161 Being a by-law to amend By-law No. 215-150 (Funding Agreement with FedNor for the Northern Ontario Pavillion at 2016 PDAC Event) – Amendment No. 1

By-law No. 2016-162 Being a by-law to enter into a Funding Agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Agriculture, Food and Rural Affairs under the New Building Canada Fund – Small Community Fund – Infrastructure Upgrades (Phase I) – construction of the pumping station on Gray Road and upgrades to associated infrastructure to increase efficiency of the wastewater collection and treatment systems – Project No. SCF-0523

By-law No. 2016-163 Being a by-law to authorize the Sale of Land to 241577 Ontario Ltd. being Lot 252 on Plan M-143 N.B., Bucke Twp. in the District of Timiskaming

By-law No. 2016-164 Being a by-law to adopt the 2016-2017 Winter Operations Plan for the City of Temiskaming Shores

By-law No. 2016-165 Being a by-law to enter into an Agreement with Pedersen Construction (2013) Inc. for Infrastructure Upgrades (Phase I) – construction of the pumping station on Gray Road and upgrades to associated infrastructure to increase efficiency of the wastewater collection and treatment systems

be hereby introduced and given first and second reading.

Draft Motion

Be it resolved that:

By-law No. 2016-160;

By-law No. 2016-161;

By-law No. 2016-162;

By-law No. 2016-163;

By-law No. 2016-164; and

By-law No. 2016-165;

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 1, 2016 at 6:00 p.m.
- b) Special – Tuesday, November 8, 2016 at 6:00 p.m. (Budget)
- c) Regular – Tuesday, November 15, 2016 at 6:00 p.m.

18. Question and Answer Period

19. Closed Session

Draft Motion

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

- a) **Adoption of the October 4, 2016 – Closed Session Minutes**
- b) **Under Section 239 (2) (c) of the Municipal Act, 2001 – Pending Acquisition or Disposition of land – AIRO Update and Memo 023-2016-CS**

20. Confirming By-law

Draft Motion

Be it resolved that By-law No. 2016-166 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 18, 2016** be hereby introduced and given first and second reading.

Draft Motion

Be it resolved that By-law No. 2016-166 be given third and final reading, be signed by the Mayor and Clerk and the corporate seal affixed thereto.

21. Adjournment

Draft Motion

Be it resolved that City Council adjourns at _____ p.m.

Mayor – Carman Kidd

Clerk – David B. Treen



The Corporation of the City of Temiskaming Shores
Regular Meeting of Council
Tuesday, October 4, 2016
6:00 P.M.
City Hall Council Chambers – 325 Farr Drive

Minutes

1. Call to Order

The meeting was called to order by Mayor Kidd at 6:02 p.m.

2. Roll Call

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

Present: Christopher W. Oslund, City Manager (arrived at 7:10 pm)
David B. Treen Municipal Clerk
Doug Walsh, Director of Public Works
Tammie Caldwell, Director of Recreation
Kelly Conlin, Director of Corporate Services (A)
Tim Uttley, Fire Chief
Mitch Lafreniere, Manager of Physical Assets
Laura-Lee MacLeod, Treasurer

Regrets: Councillor Mike McArthur

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

Members of the Public: 5

3. Review of Revisions or Deletions to Agenda

Additions:

Under Item 15 – New Business add:

f) Administrative Report No. CS-016-2016 – Land Purchase RIOCAN

4. Approval of Agenda

Resolution No. 2016-497

Moved by: Councillor Whalen

Seconded by: Councillor Jelly

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

Carried

5. Disclosure of Pecuniary Interest and General Nature

None

6. Review and adoption of Council Minutes

Resolution No. 2016-498

Moved by: Councillor Foley

Seconded by: Councillor Jelly

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

a) Regular Meeting of Council – September 20, 2016

Carried

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

7.1. Request to Purchase Municipal property

Subject Land: Niven Street South

Applicant: Adolph Ng

Mayor Kidd outlined that the public meeting scheduled tonight is to consider an application to purchase municipally owned property and serves two purposes: first, to present to Council and the public the details and background to the proposed purchase and secondly, to receive comments from the public and agencies before a decision is made by Council.

Mayor Kidd declared the meeting to be open and to be a public meeting and asked the Clerk, Dave Treen to provide the background to the proposed application.

Dave Treen utilizing a powerpoint provided the background to an application from Mr. Adolph Ng wishing to purchase Lot 252 on Plan M-143 N.B. on Niven St. South for additional access or entrance to his existing property. The application was circulated to internal departments with no concerns being raised; Public Works does indicate that an Entrance Permit would be required if an access is proposed.

an aerial photo and legal survey plan was shown to illustrate the location of the subject lot in relation to Mr. Ng's current property. Mr. Treen outlined is recommending a direct sale of the lot based on the Municipal Property Assessment Corporation's valuation of \$1,000 plus all associated costs in accordance with Disposition of Land By-law No. 2015-160. Mr. Treen concluded by stating that Council direct staff to prepare a by-law for the Purchase and Offer agreement with the applicant for consideration at the October 18, 2016 Regular Council meeting.

Mayor Kidd thanked Mr. Treen for the presentation and inquired if there were any questions or comments from members of the public? With none, Mayor Kidd inquired if there were any questions or comments from members of Council. With none, Mayor Kidd declared this portion of the public meeting to be closed.

Resolution No. 2016-499

Moved by: Councillor Laferriere

Seconded by: Councillor Foley

Be it resolved that City Council acknowledges the application to purchase Municipal property from 2415577 Ontario Ltd.; and

That Council hereby directs staff to prepare the necessary by-law to enter into an Offer to Purchase agreement with 2415577 Ontario Ltd. for the sale of Lot 252 on Plan M-143 N.B. for consideration at the October 18, 2016 Regular Council meeting.

Carried

8. Question and Answer Period

None

9. Presentations / Delegations

a) Margaret Beatty, President and CEO – Timiskaming Hospital

Re: Care Close to Home Campaign – Temiskaming Hospital Foundation

Timiskaming Hospital President and CEO, Margaret Beatty utilizing powerpoint outlined the hospital's new funding program entitled Temiskaming Hospital Foundation – Care close to Home. Margaret illustrated the hospital's catchment area via a map from Swastika to Temagami and Gowganda to Notre Dame du Nord. Margaret outlined that the campaign will be for five (5) years raising funds for the Timiskaming Hospital Foundation for critical patient care equipment and necessary upgrades to their facilities while keeping quality health care close to home with a financial goal of \$6.5 million.

Margaret outlined that the Campaign Cabinet consists of Chair, Susan Cavanagh, Co-Chairs Jim Brookfield and Denis Lacroix and twelve additional members. It was noted that the Ministry of Health and Long Term Care does not fund hospital equipment, but funds roughly 85% of a hospital's overall operating budget (e.g. salaries, hydro, etc). Items such as beds, diagnostic or surgical equipment and facilities upgrades are not funded by the Ministry.

Margaret outlined that equipment ages and needs to be replaced and illustrated the cost of various equipment used in the hospital. The Close to Home Campaign is in the initial stages and that the Cabinet will be making presentations to other area municipalities as well as corporate entities and concluded by stated that they are seeking support from the City of Temiskaming Shores as well.

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

Councillor Whalen inquired as to the amount to which the Foundation was seeking from the City.

Margaret Beatty stated that the Foundation is seeking \$1.5 million over a 5 year period and hope to reach out to other municipalities as well.

Resolution No. 2016-500

Moved by: Councillor Whalen

Seconded by: Councillor Laferriere

Be it resolved that City Council acknowledges a presentation from the Temiskaming Hospital Foundation regarding their Care Close to Home Campaign; and

That Council agrees to refer the request for financial support to the 2017 Budget Process.

Carried

10. Communications

a) Peter Zhang, Car Tour to Canadian Cities

Re: Request for Support – Stop Forced Organ Harvesting in China

Reference: Received for Information

b) Annik Boucher, Principal – Ecole secondaire catholique Saint-Marie

Re: Thank you to Public Works – Sewage Blockage

Reference: Received for Information

c) Matt Duke, Active Traveler of STATO

Re: Safety Concern of STATO – Lakeshore Road

Reference: Referred to the Director of Recreation and Police Services Board

Resolution No. 2016-501

Moved by: Councillor Jelly
Seconded by: Councillor Foley

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

Carried

11. Committees of Council – Community and Regional

Resolution No. 2016-502

Moved by: Councillor Laferriere
Seconded by: Councillor Foley

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

- a) Minutes of the Bicycle Friendly Community Committee meeting held on March 14, 2016;
- b) Minutes of the Bicycle Friendly Community Committee meeting held on June 6, 2016;
- c) Minutes of the Temiskaming Shores Public Library Board meeting held on June 15, 2016;
- d) Minutes of the Temiskaming Shores Committee of Adjustment meeting held on August 31, 2016;
- e) Minutes of the Temiskaming Transit Committee meeting held on August 24, 2016; and
- f) Minutes of the Temiskaming Shores Police Service Board meeting held on September 19, 2016.

Carried

12. Committees of Council – Internal Departments

Resolution No. 2016-503

Moved by: Councillor Hewitt
Seconded by: Councillor Foley

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

- a) Minutes of the Public Works Committee meeting held on August 25, 2016

Carried

13. Reports by Members of Council

Councillor Jelly reported on the following:

- OPSB: attended the Zone meeting in West Nipissing with Graham White in attendance who is the new Police Services Advisor. Local issues were discussed and another meeting will be held next with in Toronto with the provincial board.

Councillor Whalen reported on the following:

- FONOM: attended the FONOM meeting last week in Sudbury and will back in Sudbury on the 19th to discuss the MTO Northern Ontario Transportation Strategy.

Councillor Hewitt reported on the following:

- BIA: Scavenger Hunt to be held this weekend with the Annual General Meeting to be held shortly. Village Noel work currently underway.

Mayor Kidd reported on the following:

- NOBA: Will be attending the Northern Ontario Business Awards on Thursday and hopes a number of local business will be nominated for awards next year.

14. Notice of Motions

None

15. New Business

- a) **Resolution Support – Bill 171 Highway Traffic Amendment Act (Waste Collection and Snow Plows)**

Resolution No. 2016-504

Moved by: Councillor Jelly

Seconded by: Councillor Laferriere

Whereas the City of Temiskaming Shores recognizes the importance of service vehicles such as Waste Collection and Snowplows to be acknowledged in the same way as Police, EMS and Fire vehicles when in operation for the health and safety of the operators of these vehicles in reducing injury or harm.

Now therefore be it resolved that Council for the City of Temiskaming Shores hereby supports amendments to Bill 171, Highway Traffic Amendment Act extending restrictions on approaching stopped emergency vehicles or tow trucks to include vehicles conducting Waste Collection and Winter Maintenance operations; and

Furthermore that a copy of this resolution be forwarded to the Township of Carlow/Mayo, the Honorable Steven Del Duca, Minister of Transportation and the Premier of Ontario.

Carried

b) January to September 2016 Year-to-Date Capital Project Report

Presentation by Laura-Lee MacLeod, Treasurer

Resolution No. 2016-505

Moved by: Councillor Laferriere

Seconded by: Councillor Jelly

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of the January to September 2016 Year-to-Date Capital Report for information purposes.

Carried

c) Memo No. 022-2016-CS – Ontario Community Infrastructure Fund – Formula-based Contribution Agreement OCIF FC-377

Resolution No. 2016-506

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. 022-2016-CS; and

That Council directs staff to prepare the necessary by-law to enter into an agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Agriculture, Food and Rural Affairs under the Ontario Community Infrastructure Fund – Formula-based Component for consideration at the October 4, 2016 Regular Council meeting.

Carried

- d) **Memo No. 006-2016-PPP – Appointment of Emergency Management Planning Committee member – John McCarthy**

Resolution No. 2016-507

Moved by: Councillor Jelly

Seconded by: Councillor Hewitt

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 006-2016-PPP; and

That Council directs staff to prepare the necessary by-law to amend By-law No. 2015-030 to appoint John McCarthy as a member to the Emergency Management Program Committee (EMPC) for consideration at the October 4, 2016 Regular Council meeting.

Carried

- e) **Administrative Report No. CS-015-2016 – Public Transit Infrastructure Fund**

Presentation by Laura-Lee MacLeod, Treasurer

Resolution No. 2016-508

Moved by: Councillor Whalen

Seconded by: Councillor Jelly

Be it resolved that the Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-015-2016;

That Council approves the submission of an application to the Public Transit Infrastructure Fund (PTIF) for two (2), 32 passenger accessible transit buses in order to improve the service reliability of the Temiskaming Transit System; and

That Council confirms this project would not have been undertaken without the support of Federal Funding through the Public Transit Infrastructure Fund.

Carried

- f) **Administrative Report No. CS-016-2016 – Land Purchase – RioCan Property off of Highway 65 East**

Resolution No. 2016-509

Moved by: Councillor Jelly

Seconded by: Councillor Foley

Be it resolved that the Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-016-2016;

That Council directs staff to prepare the necessary by-law to authorize the purchase of land from RioCan Holdings Inc. (legally described as Pt Lot 9, Con 3, Dymond Twp., Part 1 54R3748 S/T LT 270932 and Part 17 54R3676; in the City of Temiskaming Shores, District of Timiskaming) in the amount of \$140,000 for consideration at the October 18, 2016 Regular Council meeting; and

That Council directs the Treasurer to fund the purchase of the said lands through Municipal Reserves.

Carried

16. By-laws

Resolution No. 2016-510

Moved by: Councillor Whalen

Seconded by: Councillor Hewitt

Be it resolved that:

By-law No. 2016-157 Being a by-law to amend By-law No. 2015-030, as amended to appoint community representatives to various Committees and Boards for the 2014-2018 Term of Council – Appointment of members to the Community Emergency Management Program Committee

By-law No. 2016-158 Being a by-law to enter into a Funding Agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Agriculture, Food and Rural Affairs for the Ontario Community Infrastructure Fund – Formula Based Component OCIF FC-377

be hereby introduced and given first and second reading.

Carried

Resolution No. 2016-511

Moved by: Councillor Jelly
Seconded by: Councillor Foley

Be it resolved that:

By-law No. 2016-157; and

By-law No. 2016-158

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 18, 2016 at 6:00 p.m.
- b) Regular – Tuesday, November 1, 2016 at 6:00 p.m.

18. Question and Answer Period

Fire Chief Tim Uttley stated that Fire Prevention Week is upcoming and encouraged everyone to participate in the many events and check their smoke and CO alarms.

19. Closed Session

Resolution No. 2016-512

Moved by: Councillor Laferriere
Seconded by: Councillor Foley

Be it resolved that Council agrees to convene in Closed Session at 7:40 p.m. to discuss the following matters:

- a) **Adoption of the September 6, 2016 – Closed Session Minutes**
- b) **Adoption of the September 20, 2016 – Closed Session Minutes**
- c) **Under Section 239 (2) (c) of the Municipal Act, 2001 – Proposed Acquisition of land – ARIO Property**

- d) Under Section 239 (2) (d) of the Municipal Act, 2001 – Labour Relations – Human Resources Update**

Carried

Resolution No. 2016-513

Moved by: Councillor Laferriere
Seconded by: Councillor Foley

Be it resolved that Council agrees to rise with report from Closed Session at 8:32 p.m.

Carried

Matters from Closed Session

- a) Adoption of the September 6, 2016 – Closed Session Minutes**

Resolution No. 2016-514

Moved by: Councillor Whalen
Seconded by: Councillor Jelly

Be it resolved that Council approves the September 6, 2016 Closed Session Minutes as printed.

Carried

- b) Adoption of the September 20, 2016 – Closed Session Minutes**

Resolution No. 2016-515

Moved by: Councillor Laferriere
Seconded by: Councillor Jelly

Be it resolved that Council approves the September 20, 2016 Closed Session Minutes as printed.

Carried

- c) Under Section 239 (2) (c) of the Municipal Act, 2001 – Proposed Acquisition of Land – ARIO Property**

Council provided staff with direction on this matter in closed session.

d) Under Section 239 (2) (d) of the Municipal Act, 2001 – Labour Relations – Human Resources Update

Staff reviewed the Human Resource update with Council.

20. Confirming By-law

Resolution No. 2016-516

Moved by: Councillor Whalen

Seconded by: Councillor Hewitt

Be it resolved that By-law No. 2016-159 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 4, 2016** be hereby introduced and given first and second reading.

Carried

Resolution No. 2016-517

Moved by: Councillor Laferriere

Seconded by: Councillor Jelly

Be it resolved that By-law No. 2016-159 be given third and final reading, be signed by the Mayor and Clerk and the corporate seal affixed thereto.

Carried

21. Adjournment

Resolution No. 2016-518

Moved by: Councillor Laferriere

Seconded by: Councillor Foley

Be it resolved that City Council adjourns at 8:34 p.m.

Mayor – Carman Kidd

Clerk – David B. Treen

Theme #1
Run. Jump. Play.
Every Day

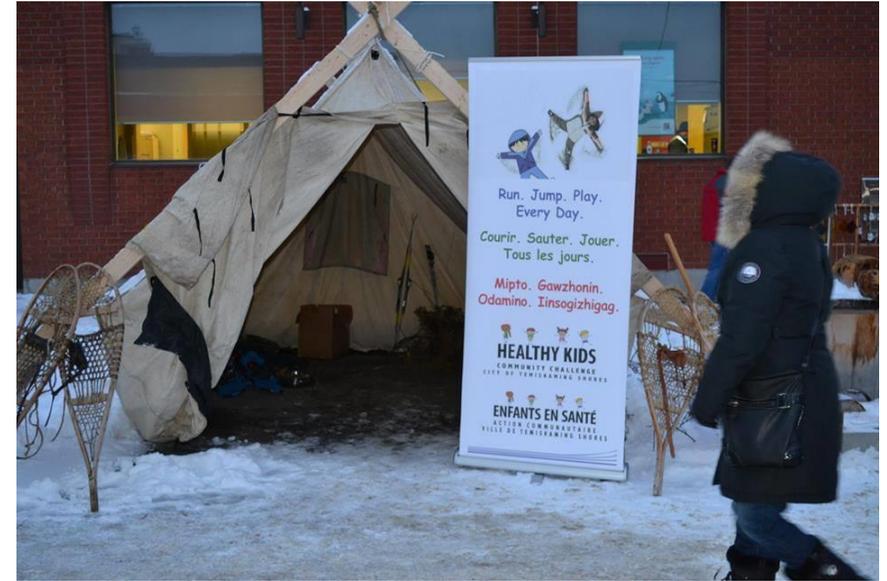
October 2015-
June 2016

How our Healthy Kids Community started to
get our kids Running, Jumping and Playing
Every Day!



Village Noel Temiskaming

Provided the venue to launch the first theme by promoting physical activity options in the winter. It was a great opportunity to enhance the existing event with a focus on cross cultural, outdoor activities. The event won the Best Festival in Ontario 100k-500k category.



6000 in attendance

182 participated in scheduled HKCC Activities

Elk Lake Eco Centre

Utilized the centre and their qualified staff to reach one of our priority populations; rural children. Children and families learned skills to continue being active in the outdoors, specifically in the winter months.

Instructor training created the capacity for organizations to continue implementing quality physical activity programs that utilize the outdoors.



- *Family Fishing Day*
- *Ski Jamboree*
- *March Breakaway Camp*
- *Mid Winter Festival*

- *In total 155 children aged 4-12 years participated*

- *First Aid and Outdoor Council of Canada Field Leader Training- 5 adults trained*

Professional Development Days

Skates/Swims

Over the 8 different PD Days offered by the 4 school boards, **364 children** participated in either FREE skating or swimming. Rural children in Earleton and Temagami also had access to their arenas. Public Transit within Temiskaming Shores was offered at no cost for 12 years and under and the system saw an average of 12% increase in ridership on these days.

The City of Temiskaming Shores has committed to continue the program for the 2016-2017 school year by offering free public skates and swims.



Snow Shoe Lending Program

74 pairs of snowshoes were purchased of various sizes for children and families to borrow at no charge, from either the Pool Fitness Centre of Haileybury Library.

40 pairs of Trekker poles were also purchased for use at no charge.

They City of Temiskaming Shores will sustain the program and will maintain the equipment for future use.



- **159 pairs were loaned out**
- **65 of those were children sizes**

We received various emails and Facebook Posts thanking us for the program. School groups and organizations are also able to reserve them for outings.

NLPS After School Program

New Liskeard Public School partnered with us to offer Rainbow Kids Yoga and SportFun for 8 weeks after school in the West Block gym. 58 children aged 5-12 years in the HKCC Community participated. After extremely positive feedback from parents and students, NLPS will apply for Canadian Tire Jumpstart Funding to ensure the program continues.



Charter for Recreation and Parks in Ontario



Everyone in Ontario has a right to **quality, accessible and inclusive recreation and parks services** in their communities – services that are essential for the health of Ontarians, the quality of life in our communities, and the sustainability of our environment.

Recreation and Parks Rights of Ontarians

Every citizen in Ontario has the right and freedom to:

- **Participation**
Participate in safe, affordable and quality recreation programs that are in harmony with the diversity of the community.
- **Active Living**
Be physically active through participation in both organized and informal sport and recreation activities.
- **Access to Nature and the Outdoors**
Experience nature and access open spaces within their communities.
- **Enriching Experiences**
Experience the arts, cultural, heritage, sport and recreation activities in their communities.
- **A Welcoming and Inclusive Community**
Be included in activities that build strong communities, engaged citizens and a healthy family life.
- **Engagement**
Be engaged in the planning of recreation and parks in their communities and to participate in volunteer activities.

Recreation and parks can help us to overcome the significant challenges facing our communities today, including physical inactivity and the rising cost of health care, a rise in youth violence and the protection of our environment.

Charter for Parks and Recreation in Ontario

Adopted as By-Law by the City of
Temiskaming Shores Council June
7th, 2016

Commitment by the municipality to
continue their proactive approach
to moving towards a healthy,
active and prosperous community

Library Physical Activity Program

34 children from Temiskaming Shores joined the NL library over 4 months for reading activities regarding physical activities and then participated in them. After completing all of the activities the children entered a draw for a new bike. Equipment was also purchased to enhance the toddler reading program to promote physical literacy during programs.



Get Active in Temiskaming

Registration Fees for children 12 years and under were sponsored by the HKCC for the April, May and June event series in an effort to increase participation. The school boards allowed us to share information with all of their students, which resulted in reaching all of our registered students in the HKCC Community.

This is almost a 50% increase in participation!



Event	2015	2016
April- Haileybury	48	44** Poor weather**
May- Dymond	51	164
June- NDDN/Petes Dam	26	55

St. Pat's School Cobalt

Enthusiastic St. Pat's School participated in the 60 Minutes Kids Club, finishing **72 out of 152** schools in Ontario. Healthy behaviours including physical activity were promoted in the school as a whole, reaching **93** children. Grade 5/6 students also enjoyed an overnight experience at the Eco Centre to educate about physical activity options during the winter months.



Elk Lake Pilot Project

We were able to partner with the member agencies of the Best Start Network and the community volunteers committed to the project to enhance this integrated service delivery model. Family Yoga, Hockey Skills Session, Family Sliding Day and a Water Safety Course were all added to the community with the partnership of James Township.



- **29** children participated in the Elk Lake Gym Nights
- **67** children and families participated in other activities/programs



Little Rocks Curling Program

24 children's brooms and 12 sliders were purchased to assist with the Cobalt Haileybury Curling Club Little Rocks Program. As a result they are able to expand their program to allow more children to attend.



We also partnered with the Horne Granite Curling Club and offered a coaches certification course where **7 coaches** were trained to expand on programming that will allow more children to participate.

Ontario Early Years Centre

The Temagami Playgroup purchased equipment for their playgroup to enhance Gross Motor Skill Development. **8** children aged 0-4 years will benefit from this equipment. Equipment can be shared among the playgroups in the area.

The New Liskeard and Haileybury Centres offered various sessions in Drumfit and Toddler Gymnastics to promote and teach physical literacy skills. **38** children aged **0-4 years** participated



Centre de Sante Communautaire du Temiskaming

Twelve different activities/programs were implemented by the qualified staff at CSCTIM at various locations in the HKCC Community. Programming was representative of the entire community and was inclusive. Outdoor activities were the focus with an emphasis on partnerships to enhance the quality of the programming.



- **286 total participants**
- **233 of those were under 12 years**

Timiskaming Tumblers

A partnership with the City of Temiskaming Shores resulted in the Gymnastics Club finding a permanent home upstairs at the New Liskeard Arena. Equipment was purchased to enhance current programming which allowed for more children to participate in programming.



***195 children were registered in
Gymnastic Programming.***

***This is a 15% increase over the
previous year.***

Keepers of the Circle

Over **110** children and families participated in activities implemented by Keepers of the Circle. In addition to their contribution to the CSCTIM activities, Keepers engaged their community to get physically active in traditional ways and to use the outdoors.

A strong partnership with the Tri Town Ski and Snowboard Village also resulted in **2** Indigenous Ski/Snowboard Instructors becoming certified to help engage Indigenous youth to learn how to ski and snowboard



Temiskaming Nordic Ski Club

11 full sets of skis including boots and poles were purchased for the Jack Rabbit Program. This allowed for more children to participate in the program without having to purchase equipment. Schools also have access to the use of equipment for school excursions.



Temiskaming Track Club

Registration fee assistance was provided to **35** children in low income households, aged 4-12 years to participate in the program. The focus on this program is on Physical Literacy and Fundamental Movement Skills.

Run. Jump. Throw. Wheel. Certification was also offered for **13** local coaches to allow for more children to participate in the City of Temiskaming Shores and to give smaller communities the capacity to run similar programs.



Tri Town Ski and Snowboard Village

Equipment for the newly formed Snow School was purchased for **35 participants** aged 4- 12 years, that will continue to be used for the program. The free bus service was also enhanced to include Saturdays as well as Sundays. **Over 95** people took advantage of the free service over 12 days.

The partnership between the TTSV and Keepers of the Circle was also enhanced resulting in engagement of Indigenous Youth to participate in hill activities and the Snow School. Over **85 people** registered with Keepers for the First Nations Day.



New Liskeard Figure Skating Club- CanSkate Program

Free Can Skate Programming was offered for ages 4-12 years. **50** children attended 5 sessions of one hour instruction to learn the fundamental movement skills and basic skills to skate.

Children will be able to carry these skills along with them in life to enter into a sport such as hockey, ringuette, figure skating. Or to be active on the outdoor arenas or public skating that is offered in various communities.



THU- Physical Literacy

On May 5th, 2016 we partnered with THU and DTSSAB to host a Physical Literacy Workshop in Earlton; Physical Literacy and Early Childhood: Bringing it to Life.

Between the morning and evening sessions, **84** ECES's, teachers and programmers learned how to support children in learning physical literacy in the early years and the effect that staff and physical spaces have on facilitating physical activity participation and physical literacy development



We were joined by : Dr. Drew Mitchell, Director of Physical Literacy, Canadian Sport For Life
Dr. Dawn Clarke, professor, Department of Child and Youth Studies, Mount Royal University

Canadian Mental Health Day

On May 8th, 2016 CMHA Hosted Canadian Mental Health Day at the New Liskeard Arena. The event increased awareness of the relationship between physical activity and good mental health by offering resources from various organizations. Free activities including DrumFit were available for children and families to participate in.

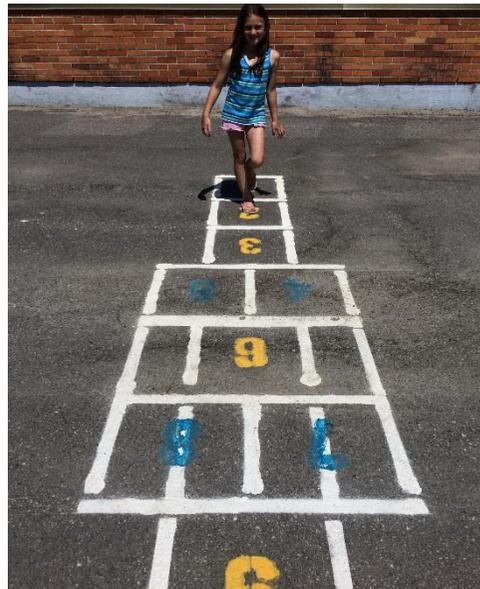


St. Michel, St. Croix, Kerns Public

Equipment was purchased for schools to enhance their current programs and playgrounds, reaching **225 students** combined. Unstructured play at recess was the focus for Kerns Public while St. Michel enhanced their PPF Skipping team program. St. Croix upgraded their equipment for the Recharge Toi, before school physical activity program and also applied stencilled hopscotch to their playground.



Recess Equipment at Kerns



*Hopscotch Stencil St.
Croix*



St. Michel PPF Skipping Team

Get Moving Temiskaming- Ca Bouge

An estimated **250** people attended this event that showcased the organizations that offer physical activity options for children and families. It was a great opportunity to spread awareness about options available in the area.

Frisbee Golf Stations were purchased and installed at the New Liskeard Waterfront for continued FREE use for children and families. Extra stations were also installed at Cenotaph Park in Haileybury. The City of Temiskaming Shores will maintain and administer any programming with the units.



Community Champion and Partners:





Lessons Learned:

- Sharing in schools is **KEY** to reach children and families
- When fees are eliminated no matter how small, participation increases. Available free transportation is also a factor in increasing participation.
- Groups with capacity and professional programmers are able to implement more efficiently and reach targeted outcomes
- Utilizing organizations that service our priority populations is **KEY** in delivering/implementing programs to achieve desired outcomes

Successes/Promising Practices



- Starting the dialogue with municipalities and townships in regards to how policy impacts the outcomes of health in the community. We are impacting the readiness for change.
- Utilizing the existing Elk Lake Pilot Project as part of the Rural and Remote Service Delivery model to reach rural children and families
- Growing partnerships between community organizations
- 34% of interventions were facilitated by organizations that serve our priority populations. 80% of activities were FREE while the remaining were low cost

Areas for Improvement

Communication

Engagement

Capacity





Thursday, October 6th 2016

Mayor Carman Kidd
City of Temiskaming Shores
325 Farr Drive
Box 2050
Haileybury, Ontario
P0J 1K0

**RE: PERMISSION FOR ROAD CLOSURE FOR VILLAGE NOËL TEMISKAMING,
NOVEMBER 23 to NOVEMBER 27th, 2016**

Dear Mayor Kidd,

The organizing committee of the *Village Noël Temiskaming* is in the process of planning Village Noël Temiskaming for Thursday November 24th to Saturday November 26th 2015.

We are asking the City of Temiskaming Shores for permission to close:

- Whitewood Avenue from Paget Street to May Street;
- Armstrong Street from Church Street to the entrance post of the parking lot behind Tench Insurance and Giant Tiger so we can have the Pony Rides;
- Wellington Street from the corner of Wellington and Whitewood to the entrance of the Giant Tiger parking lot for the log sawing contest;
- Wellington Street from the corner of Wellington and Whitewood to the parking behind Pizza Pizza;
- Side entrance between Eluzion Hairstyles and Moe's Barber Shop so we can have the Axe throwing Contest.

We are asking that these closures be from 6:00 p.m. on the Wednesday night, November 23th until 12 noon Sunday November 27th to allow crews and volunteers to set up and remove the kiosks and other related items.

We seek the City's collaboration on this so that crews will be able to place the 27 kiosks on the streets and so that artists can set up their kiosks and be ready for the "Lighting of the Lights Ceremony" at 6 p.m. on the Thursday. First Nations will remove their tepee at the corner of May and Whitewood on Sunday morning. If this is not allowed, First Nations would have to take down their tepee Saturday, during the day, and as this is a long process, this would hinder pedestrian circulation and take away from Village Noël's charm and ambiance.



Please advise us if there is any other information that you require. We look forward to hearing from you and thank you in advance for your cooperation on this matter.

Réjeanne Bélisle-Massie

Sincerely

Réjeanne Bélisle-Massie, Chair, Village Noël Temiskaming

cc: David Treen, Municipal Clerk, City of Temiskaming Shores
Tammie Caldwell, Director of Leisure Services, City of Temiskaming Shores

O.P.P. Annual Billing Statement

Temiskaming Shores C

Estimated cost for the period January 1 to December 31, 2017

Please see the accompanying *2017 Municipal Policing Billing General Information* summary for additional information

		Cost per Property \$	Total Cost \$
Base Service			
	<u>Property Counts</u>		
	Household	4,855	
	Commercial and Industrial	<u>439</u>	
	Total Properties	<u>5,294</u>	1,015,601
		\$191.84	
Calls for Service	(see summaries)		
	Total all municipalities	\$148,109,469	
	Municipal portion	0.7186%	201.05
			1,064,378
Overtime	(see notes)	17.09	90,467
Contract Enhancements (pre-2015)	(see summary)	-	-
Court Security	(see summary)	34.45	182,353
Prisoner Transportation	(per property cost)	2.30	12,176
Accommodation/Cleaning Services	(per property cost)	4.86	25,729
Total 2017 Calculated Cost before Phase-In Adjustment		<u><u>451.59</u></u>	<u><u>2,390,704</u></u>

Year over Year Estimated Variance (estimate for the year is not subject to a phase-in adjustment)

2016 Estimated Billing Cost per Property	444.45
2017 Calculated Cost per Property	<u>451.59</u>
Cost per Property Variance	(Increase) <u><u>7.14</u></u>

2017 Monthly Billing Amount

199,225

Note:

The *2017 Municipal Policing Billing General Information* document accompanying this billing provides additional information regarding municipal policing costs and the 2017 OPP municipal policing cost recovery. It includes details regarding the 2015 municipal policing cost reconciliation and the 2017 court security grant allocation. The document will be made available online at OPP.ca for future reference.

OPP TOTAL BASE SERVICES AND CALLS FOR SERVICE COST SUMMARY

For the Period January 01 to December 31, 2017

Salaries and Benefits	Note 1	FTE	Base		Total Base Services and Calls for Service		
			%	\$/FTE	Calls for Service \$	Base Services \$	Calls for Service \$
Uniform Members							
Inspector		24.67	100.0	151,777	3,744,339	3,744,339	-
Staff Sergeant-Detachment Commander		13.62	100.0	136,871	1,864,183	1,864,183	-
Staff Sergeant		28.71	100.0	127,184	3,651,453	3,651,453	-
Sergeant		224.84	57.9	115,055	25,868,966	14,977,860	10,891,106
Constables		1,867.96	57.9	97,350	181,845,906	105,288,893	76,557,014
Part Time Constables		6.01	57.9	77,449	465,468	269,523	195,946
Total Uniform Salaries		2,165.81		100,397	217,440,315	129,796,249	87,644,066
Contractual Payout (Vacation & Statutory Holidays)				4,290	9,265,542	5,485,752	3,779,790
Shift Premium				765	1,605,590	929,636	675,954
Benefits (Full-time 26.90%, Insp. 23.26%, Part-time 16.94%)					58,308,790	34,752,053	23,556,737
<i>Total Uniform Salaries & Benefits</i>				132,339	286,620,237	170,963,689	115,656,548
Detachment Civilian Members	Note 1						
Court Officer		14.93	57.9	64,876	968,599	560,529	408,070
Detachment Administrative Clerk		172.20	57.9	63,190	10,881,318	6,300,043	4,581,275
Detachment Clerk Typist		0.21	57.9	55,974	11,755	6,717	5,038
Detachment Operations Clerk		1.16	57.9	60,650	70,354	40,636	29,719
Crime Stopper		0.60	57.9	58,489	35,093	20,471	14,622
Total Detachment Civilian Salaries		189.10			11,967,119	6,928,395	5,038,723
Benefits (25.92% of Salaries)					3,101,877	1,795,840	1,306,037
<i>Total Detachment Civilian Salaries & Benefits</i>				79,688	15,068,996	8,724,235	6,344,761
Support Staff (Salaries and Benefits)	Note 2						
Communication Operators				6,020	13,038,176	7,718,904	5,319,272
Prisoner Guards				1,535	3,324,518	1,968,192	1,356,326
Office Automation Support				534	1,156,543	684,700	471,842
Telephone Support				120	259,897	153,865	106,032
Operational Support				4,254	9,213,356	5,454,521	3,758,834
<i>Total Support Staff Salaries and Benefits Costs</i>					26,992,490	15,980,183	11,012,307
Total Salaries & Benefits					328,681,723	195,668,108	133,013,615
Other Direct Operating Expenses	Note 2						
Communication Center				223	482,976	285,933	197,043
Operational Support				758	1,641,684	971,915	669,769
RHQ Municipal Support				2,290	4,959,705	2,936,261	2,023,444
Vehicle Usage				7,896	17,101,236	10,124,330	6,976,906
Telephone				1,228	2,659,615	1,574,554	1,085,061
Detachment Supplies				503	1,089,402	644,952	444,451
Uniform & Equipment				1,735	3,768,108	2,230,672	1,537,436
Mobile Radio Equipment Maintenance				845	1,835,188	1,086,408	748,780
Office Automation - Uniform				1,454	3,149,088	1,864,333	1,284,754
Office Automation - Civilian				1,485	280,814	162,578	118,236
Uniform & Equipment Court officer				741	11,063	6,402	4,661
Mobile Radio Equipment Maintenance Court Officer				845	12,616	7,301	5,315
<i>Total Other Direct Operating Expenses</i>					36,991,493	21,895,639	15,095,854
Total 2017 Municipal Base Services and Calls for Service Cost					\$ 365,673,216	\$ 217,563,747	\$ 148,109,469
Total OPP-Policed Municipal Properties						1,134,106	
BASE SERVICES COST PER PROPERTY						\$191.84	

OPP TOTAL BASE SERVICES AND CALLS FOR SERVICE COST SUMMARY

For the Period January 01 to December 31, 2017

Notes:

Total Base Services and Call for Service Costs are based on the cost of salary, benefit, support and other direct operating expenses for staff providing policing services to municipalities. Staff is measured in full-time equivalent (FTE) units and the costs per FTE are described in the notes below.

- 1) Full-time equivalents (FTEs) are based on average municipal detachment staffing levels for the years 2012 through 2015. Contract staff enhancements are excluded.

The equivalent of 88.74 FTEs with a cost of \$13,779,231 has been excluded from the Base Services and Calls for Service to reflect the average municipal detachment FTEs required for provincially-mandated responsibilities eligible for Provincial Service Usage credit.

Salary rates are based on weighted average rates for municipal detachment staffing by rank, level and classification. The 2017 salaries were estimated based on the 2014 rates set in the 2011 to 2014 Compensation Framework Agreement between the OPPA and the Ministry of Government and Consumer Services with an estimated overall general salary rate increase of 1.5% for 2015, 2.64% for 2016, and 2.54% for 2017 applied. Updated benefit rates for 2017 were unavailable at the time of calculating this statement therefore the 2016 benefit rates have been applied. The salary and benefit rates will be reconciled to actual.

FTEs have been apportioned between Base Services and Calls for Service costs based on the current ratio, 57.9% Base Services : 42.1% Calls for Service.

- 2) Support Staff Costs and Other Direct Operating Expenses for uniform FTEs are calculated on a per FTE basis as per rates set in the 2016 Municipal Policing Cost-Recovery Formula.

Calls for Service Billing Summary
For the Period January 1 to December 31, 2017

Temiskaming Shores C

Calls for Service Billing Workgroups	Calls for Service Count					2017 Average Time Standard	Total Weighted Time	% of Total Provincial Weighted Time	2017 Estimated Calls for Service Cost
	2012	2013	2014	2015	Four Year Average				
					A				
					(Note 1)		(Note 2)	(Note 3)	
Drug Possession	53	41	54	35	46	6.2	284	0.0176%	\$ 26,093
Drugs	15	8	9	6	10	33.9	322	0.0200%	\$ 29,625
Operational	982	953	798	853	897	3.4	3,048	0.1893%	\$ 280,394
Operational 2	725	648	575	465	603	1.2	724	0.0450%	\$ 66,591
Other Criminal Code Violations	173	155	114	115	139	7.6	1,058	0.0657%	\$ 97,353
Property Crime Violations	398	420	328	341	372	6.7	2,491	0.1547%	\$ 229,121
Statutes & Acts	237	196	202	184	205	3.1	635	0.0394%	\$ 58,388
Traffic	177	218	196	169	190	3.4	646	0.0401%	\$ 59,426
Violent Criminal Code	171	162	140	153	157	15.1	2,363	0.1468%	\$ 217,386
Total	2,931	2,801	2,416	2,321	2,617		11,571	0.7186%	\$ 1,064,378
Provincial Totals	404,872	389,229	383,148	365,575	387,587		1,610,063	100.0000%	\$ 148,109,469

Note 1) Showing no decimal places, for billing purposes the exact calculated numbers have been used

Note 2) Showing 4 decimal places here, for calculations 9 decimal places have been used

Note 3) Costs rounded to 0 decimals

Calls For Service Details For the Calendar Years 2012 to 2015

Temiskaming Shores C

Calls for Service Billing Workgroups	Calls for Service Count				
	2012	2013	2014	2015	Four Year Average
Grand Total	2931	2801	2416	2321	2,617.25
Drug Possession	53	41	54	35	45.75
DRUG related occurrence	14	11	14	12	12.75
Possession - Cannabis	21	20	28	19	22.00
Possession - Cocaine	2		2		2.00
Possession - Methamphetamine (Crystal Meth)	3	4	2	2	2.75
Possession - Other Controlled Drugs and Substances Act	13	6	8	2	7.25
Drugs	15	8	9	6	9.50
CDSA * Sec.6 - Sec.7		1	1		1.00
DRUG Operation - Residential Lab				1	1.00
Production - Cannabis (Marihuana) (Cultivation)			1		1.00
Trafficking - Cannabis	9		2	2	4.33
Trafficking - Cocaine	1	1	2		1.33
Trafficking - Other Controlled Drugs and Substances Act	5	6	3	3	4.25
Operational	982	953	798	853	896.50
Accident - non-MVC - Construction Site	1				1.00
Accident - non-MVC - Industrial			1		1.00
Accident - non-MVC - Master Code		1			1.00
Accident - Non-MVC - Others		1			1.00
Accident - non-MVC - Public Property				2	2.00
Alarm - Holdup		1			1.00
Alarm - Master Code	3	6	6	4	4.75
Alarm - Others	10	9	10	7	9.00
Animal - Bear Complaint	3	5	11	28	11.75
Animal - Dog Owners Liability Act	3	4	5	6	4.50
Animal - Left in Vehicle				10	10.00
Animal - Master Code	4	3	3		3.33
Animal - Other	17	18	21	14	17.50
Animal Bite	2	2	2	3	2.25
Animal Injured	1	2	3		2.00
Animal Stray	5	8	6	6	6.25
Assist Fire Department	3	4		1	2.67
Assist Public	41	45	71	103	65.00
Bomb Threat		1			1.00
By-Law - Master Code	1	1		1	1.00
Child Neglect		3			3.00
Compassionate Message	4	2	3	3	3.00

Calls For Service Details For the Calendar Years 2012 to 2015

Temiskaming Shores C

Calls for Service Billing Workgroups	Calls for Service Count				
	2012	2013	2014	2015	Four Year Average
Distressed / Overdue Motorist	2	2		2	2.00
Dogs By-Law	2		1		1.50
Domestic Disturbance	95	112	90	102	99.75
False Fire Alarm - Building	1	2	2	2	1.75
False Fire Alarm - Other			1	1	1.00
Family Dispute	73	62	45	51	57.75
Fire - Building	2	1	4	2	2.25
Fire - Other		1	2	4	2.33
Fire - Vehicle		3	2	2	2.33
Firearms (Discharge) By-Law	1				1.00
Found - Bicycles	17	15	7	7	11.50
Found - Gun	1				1.00
Found - Household Property	2	1	2	1	1.50
Found - License Plate	1	1	1	1	1.00
Found - Machinery & Tools		1			1.00
Found - Others	6	7	5	6	6.00
Found - Personal Accessories	11	10	11	11	10.75
Found - Radio, TV, Sound-Reprod. Equip.	2		1		1.50
Found - Sporting Goods, Hobby Equip.	1	2	1	1	1.25
Found Property - Master Code	24	15	17	15	17.75
Insecure Condition - Building	10	10	5	6	7.75
Insecure Condition - Master Code			1		1.00
Insecure Condition - Others				2	2.00
Insecure Condition - Vehicle	1	1			1.00
Lost - Accessible Parking Permit	7	6	5	2	5.00
Lost - Bicycles	1			1	1.00
Lost - Household Property	3		2	2	2.33
Lost - Jewellery			2	2	2.00
Lost - License Plate	54	61	50	4	42.25
Lost - Machinery & Tools	1				1.00
Lost - Office Machines & Equipment				1	1.00
Lost - Others	8	6	8	3	6.25
Lost - Personal Accessories	6	14	12	14	11.50
Lost - Sporting Goods, Hobby Equip.			1		1.00
Lost - Vehicle Accessories				1	1.00
Lost Property - Master Code	30	25	14	15	21.00
Medical Assistance - Master Code				1	1.00

Calls For Service Details For the Calendar Years 2012 to 2015

Temiskaming Shores C

Calls for Service Billing Workgroups	Calls for Service Count				
	2012	2013	2014	2015	Four Year Average
Medical Assistance - Other	1	2	3	2	2.00
Missing Person - Master Code	1	1		2	1.33
Missing Person 12 & older	25	19	17	19	20.00
Missing Person Located 12 & older	25	25	23	23	24.00
Missing Person Located Under 12	4	4		3	3.67
Missing Person under 12	5	1		1	2.33
Neighbour Dispute	30	42	26	38	34.00
Noise By-Law	13	11	7	4	8.75
Noise Complaint - Animal	7	3	5	6	5.25
Noise Complaint - Business		1	3	1	1.67
Noise Complaint - Master Code	4	6	4	2	4.00
Noise Complaint - Others	11	14	2	5	8.00
Noise Complaint - Residence	37	66	30	53	46.50
Noise Complaint - Vehicle	5	1	1		2.33
Other Municipal By-Laws	5	6	5	5	5.25
Phone - Master Code	10	6	4	5	6.25
Phone - Nuisance - No Charges Laid	38	16	10	14	19.50
Phone - Obscene - No Charges Laid	3	1			2.00
Phone - Other - No Charges Laid	9	7	16	15	11.75
Phone - Threatening - No Charges Laid	2				2.00
Protest / Demonstration		1		1	1.00
Sudden Death - Accidental	2	1			1.50
Sudden Death - Master Code		1		1	1.00
Sudden Death - Natural Causes	10	5	5	3	5.75
Sudden Death - Others	1			1	1.00
Sudden Death - Suicide	3		1	2	2.00
Suspicious Package		2	1	1	1.33
Suspicious Person	58	56	66	73	63.25
Suspicious vehicle	27	23	21	25	24.00
Traffic By-Law	8	4	3	2	4.25
Trouble with Youth	122	107	83	60	93.00
Unwanted Persons	47	44	24	34	37.25
Vehicle Recovered - All Terrain Vehicles			1	1	1.00
Vehicle Recovered - Automobile	4	1	2		2.33
Vehicle Recovered - Motorcycles		1			1.00
Vehicle Recovered - Other	2		1		1.50
Vehicle Recovered - Snow Vehicles		1		1	1.00

Calls For Service Details For the Calendar Years 2012 to 2015

Temiskaming Shores C

Calls for Service Billing Workgroups	Calls for Service Count				
	2012	2013	2014	2015	Four Year Average
Vehicle Recovered - Trucks	3				3.00
Operational 2	725	648	575	465	603.25
911 call - Dropped Cell			1	2	1.50
911 call / 911 hang up	410	334	256	210	302.50
911 hang up - Pocket Dial		4	29	12	15.00
False Alarm - Accidental Trip	86	102	80	42	77.50
False Alarm - Cancelled	55	67	91	79	73.00
False Alarm - Malfunction	111	73	62	48	73.50
False Alarm - Others	17	16	19	31	20.75
False Holdup Alarm - Accidental Trip	11	5	8	3	6.75
False Holdup Alarm - Malfunction	3	3	1	1	2.00
Keep the Peace	32	44	28	37	35.25
Other Criminal Code Violations	173	155	114	115	139.25
Animals - Cruelty	1	4	1	2	2.00
Animals - Kill or injure	1				1.00
Animals - Others			1		1.00
Animals - Unnecessary suffering		1			1.00
Bail Violations - Appearance Notice	41	31	29	26	31.75
Bail Violations - Disobey Summons	5	4	3	10	5.50
Bail Violations - Fail To Appear	4	4	3	4	3.75
Bail Violations - Fail To Comply	27	14	10	16	16.75
Bail Violations - Master Code	1	2		1	1.33
Bail Violations - Others	1	2	3	2	2.00
Bail Violations - Promise To Appear	1	1	1		1.00
Bail Violations - Recognizance	3	4	3	3	3.25
Breach of Probation	43	35	35	30	35.75
Child Pornography - Other		1		1	1.00
Child Pornography - Possess child pornography	1	2	1		1.33
Counterfeit Money - Master Code	1		1	1	1.00
Counterfeit Money - Others			1		1.00
Disturb the Peace	15	23	16	9	15.75
Fail to Attend Court	12	4		2	6.00
Indecent acts - exposure to person under 14	1				1.00
Indecent acts - Master Code	2	3	1	1	1.75
Indecent acts - Other		1	1		1.00
Obstruct Public Peace Officer	1	5		1	2.33
Offensive Weapons - Careless use of firearms	2	1			1.50

Calls For Service Details For the Calendar Years 2012 to 2015

Temiskaming Shores C

Calls for Service Billing Workgroups	Calls for Service Count				
	2012	2013	2014	2015	Four Year Average
Offensive Weapons - In Vehicle				1	1.00
Offensive Weapons - Other Offensive Weapons	2		1	1	1.33
Offensive Weapons - Other Weapons Offences		1			1.00
Offensive Weapons - Possession of Weapons	2	1		1	1.33
Offensive Weapons - Restricted			1		1.00
Possess Firearm while prohibited	1				1.00
Public Mischief - mislead peace officer	1	2	1		1.33
Public Morals	2	1			1.50
Trespass at Night	2	8	1	2	3.25
Utter Threats to Property / Animals				1	1.00
Property Crime Violations	398	420	328	341	371.75
Arson - Building	3	2			2.50
Arson - Others	2	1	1		1.33
Breach of Trust (fraud-corruption)		1			1.00
Break & Enter	47	35	34	43	39.75
Break & Enter - Firearms	1				1.00
Break & Enter - steal firearm from motor vehicle		1			1.00
Fraud - Account closed		1			1.00
Fraud - False Pretence Under \$5,000		1		1	1.00
Fraud - Forgery & Uttering		7	2	2	3.67
Fraud - Fraud through mails	1	4	2	5	3.00
Fraud - Master Code	1	11	2	6	5.00
Fraud - Money/property/security Over \$5,000	1	5	3	3	3.00
Fraud - Money/property/security Under \$5,000	9	16	10	24	14.75
Fraud - Other	11	22	12	17	15.50
Fraud - Steal/Forge/Poss./Use Credit Card	3	5	1	2	2.75
Fraud - Welfare benefits				2	2.00
Identity Fraud	1	1		1	1.00
Identity Theft				1	1.00
Interfere with lawful use, enjoyment of property		1	1	1	1.00
Mischief - Master Code	83	87	71	65	76.50
Mischief Graffiti - Non-Gang Related	2	2	16	1	5.25
Personation with Intent (fraud)		1	2	3	2.00
Possession of Stolen Goods - Master Code		1			1.00
Possession of Stolen Goods over \$5,000	1	1			1.00
Possession of Stolen Goods under \$5,000	3	7	4	7	5.25
Property Damage	11	6	6	8	7.75

Calls For Service Details For the Calendar Years 2012 to 2015

Temiskaming Shores C

Calls for Service Billing Workgroups	Calls for Service Count				
	2012	2013	2014	2015	Four Year Average
Theft from Motor Vehicles Under \$5,000	39	46	22	22	32.25
Theft of - All Terrain Vehicles	1	1		4	2.00
Theft of - Automobile	4	3	2	1	2.50
Theft of - Other Motor Vehicles		1			1.00
Theft of - Snow Vehicles	1				1.00
Theft of - Trucks	4	1	1	1	1.75
Theft of Motor Vehicle	9	10	5	5	7.25
Theft Over - Master Code	3	1		3	2.33
Theft Over \$5,000 - Other Theft	4		1	1	2.00
Theft Over \$5,000 - Persons	1				1.00
Theft Over \$5,000 - Trailers		1			1.00
Theft Under \$5,000 - Bicycles	23	11	15	8	14.25
Theft Under \$5,000 - Boat (Vessel)			2		2.00
Theft Under \$5,000 - Boat Motor		1	4	1	2.00
Theft Under \$5,000 - Building	1				1.00
Theft Under \$5,000 - Construction Site			1		1.00
Theft Under \$5,000 - Gasoline Drive-off	11	23	15	10	14.75
Theft Under \$5,000 - Mail			1		1.00
Theft Under \$5,000 - Master Code	25	28	19	26	24.50
Theft Under \$5,000 - Mine Equipment/Property			2		2.00
Theft Under \$5,000 - Other Theft	71	66	52	44	58.25
Theft Under \$5,000 - Persons	2		3	1	2.00
Theft Under \$5,000 - Trailers	1		1	1	1.00
Theft Under \$5,000 - Truck Load				1	1.00
Theft Under \$5,000 Shoplifting	18	8	15	19	15.00
Willful act /Omission likely to cause mischief				1	1.00
Statutes & Acts	237	196	202	184	204.75
Custody Dispute	4	3	5	3	3.75
Family Law Act - Custody/Access order	1	1			1.00
Landlord / Tenant	54	40	41	36	42.75
Mental Health Act	59	59	61	39	54.50
Mental Health Act - Attempt Suicide	24	11	13	13	15.25
Mental Health Act - Threat of Suicide	22	30	19	24	23.75
Mental Health Act - Voluntary Transport			2	11	6.50
Trespass To Property Act	62	41	49	54	51.50
Youth Criminal Justice Act (YCJA)	11	11	12	4	9.50
Traffic	177	218	196	169	190.00

Calls For Service Details For the Calendar Years 2012 to 2015

Temiskaming Shores C

Calls for Service Billing Workgroups	Calls for Service Count				
	2012	2013	2014	2015	Four Year Average
MVC - Others (Motor Vehicle Collision)		3	1	1	1.67
MVC - Personal Injury (Motor Vehicle Collision)	17	26	17	5	16.25
MVC - Prop. Dam. Failed to Remain (Motor Vehicle Collision)	25	33	26	30	28.50
MVC - Prop. Dam. Non Reportable	52	47	41	41	45.25
MVC - Prop. Dam. Reportable (Motor Vehicle Collision)	81	107	111	90	97.25
MVC (Motor Vehicle Collision) - Master Code	2	2		2	2.00
Violent Criminal Code	171	162	140	153	156.50
Abduction Under 14	1				1.00
Aggravated Assault - Level 3	3	3	1	1	2.00
Arson - Disregard for Human Life	1	1	1		1.00
Assault - Level 1	76	65	52	66	64.75
Assault Peace Officer	1	3	1	3	2.00
Assault With Weapon or Causing Bodily Harm - Level 2	6	8	5	5	6.00
Criminal Harassment	27	18	32	20	24.25
Criminal Harassment - Offender Unknown	1	2		1	1.33
Extortion	2		1		1.50
Forcible confinement	1	1	1	4	1.75
Incest				1	1.00
Indecent / Harassing Communications	2	6	3	2	3.25
Invitation to Sexual Touching	1				1.00
Kidnapping		1			1.00
Mischief - Cause Danger to Life				2	2.00
Murder 1st Degree		1	1		1.00
Robbery - Master Code	1		1		1.00
Robbery - Other		1	2		1.50
Robbery - With Threat of Violence				1	1.00
Sexual Assault	16	13	11	16	14.00
Sexual Interference		1		1	1.00
Utter Threats - Master Code	3	6	2	4	3.75
Utter Threats to Person	28	29	26	25	27.00
Utter Threats to Person - Government Employee				1	1.00
Utter Threats to Person - Police Officer		1			1.00
Voyeurism	1	2			1.50
Grand Total	2931	2801	2416	2321	2,617.25

**OPP Court Security Cost Summary
 Temiskaming Shores C
 Estimated Policing Costs for the period
 January 01, 2017 to December 31, 2017**

**2016 Cost-Recovery Formula
 Costs Adjusted on an Annual Basis**

Salaries and Benefits

(Note 1)

Uniform Members	FTE	\$	
Sergeant	-	-	
Constables	1.15	112,364	
Part Time Constables.	-	-	
Total Uniform Salaries			112,364
Contractual Payout (Vacation & Statutory Holidays)			4,952
Shift Premium			883
Benefits (26.90% full-time, 16.94% part-time)			30,226
<i>Total Uniform Salaries & Benefits</i>			148,424

Detachment Civilian Members

Court Officer.	-	-	
Court Officer - Part-time	-	-	
Offender Transport	-	-	
Guards.	-	-	
Total Detachment Civilian Salaries			-
Benefits (25.92%, Part-time 20.65%)			-
<i>Total Detachment Civilian Salaries & Benefits</i>			-

Support Costs - Salaries and Benefits

(Note 2)

Communication Operators		6,948	
Prisoner Guards Salaries & Benefits		1,772	
Office Automation Support Salaries & Benefits.		616	
Telephone Support Salaries & Benefits.		139	
Operational Support Salaries & Benefits.		4,910	
<i>Total Support Staff Salaries and Benefits Costs</i>			14,385

Total Salaries & Benefits 162,810

Other Direct Operating Expenses

(Note 2)

Communication Center.		257
Operational Support		875
RHQ Municipal Support		2,643
Vehicle Usage		9,114
Telephone		1,417
Detachment Supplies		581
Uniform & Equipment		2,003
Mobile Radio Equipment Maintenance		975
Office Automation - Uniform		1,678
Office Automation - Court Officer		-
Uniform & Equipment Court Officer.		-
<i>Total Other Direct Operating Expenses</i>		19,543

TOTAL 2017 COURT SECURITY COST	\$ 182,353
TOTAL OPP-POLICED PROPERTIES	5,294
COST PER PROPERTY	\$ 34.45

**OPP Court Security Cost Summary
Temiskaming Shores C
Estimated Policing Costs for the period
January 01, 2017 to December 31, 2017**

Notes to Statement

- 1) Full-time equivalents (FTEs) are based on staffing required to provide court security based on the 2015 activity levels and requirements determined by servicing detachment staff. Salaries rates per FTE are based on weighted average rates for municipal detachment staffing by rank, level and classification. The 2015 salaries were estimated based on the 2014 rates set in the 2011 to 2014 Compensation Framework Agreement between the OPPA and the Ministry of Government and Consumer Services with an estimated overall general salary rate increase of 1.5% applied for 2016, 2.64% applied for 2016, and 2.54% applied for 2017. Updated benefit rates for 2017 were unavailable at the time of calculating this statement therefore the 2016 benefits rates have been applied. The salary and benefit rates will be reconciled to actual.

- 2) Support Staff Costs and Other Direct Operating Expenses for uniform FTEs are calculated on a per FTE basis as per rates set in the 2016 Municipal Policing Cost-Recovery Formula.

TRI TOWN SKI & SNOWBOARD VILLAGE

Box 1598

New Liskeard, ON P0J 1P0

www.tritownskivillage.ca

info@tritownskivillage.ca



Mayor and Council
The City of Temiskaming Shores

October 4th, 2016

Re: Tri Town Ski Village & Snowboard Village Signage

The Tri Town Ski & Snowboard Village is requesting permission to erect signage promoting the location of our facility to local visitors and those from out of town.

We would like to add a sign above the Bucke Park sign at the corner of King Street and Lake View Avenue (as pictured below). The sign would be the same width but approx half the height and would simply have our logo and an arrow with approx distance to destination (draft mock up below).



It is our hope to have this sign designed and installed before the season begins this winter.

Thanks you in advance for considering our request.

Sincerely,

A handwritten signature in black ink that reads "Lorna Desmarais".

Lorna Desmarais
Tri Town Ski and Snowboard Village Board Member

October 6, 2016

Dear Clerks:

AMO Seeks Council Resolution

On behalf of the AMO Board, I would ask you to place the attached resolution on council's next agenda along with this letter.

AMO wants every council to be involved in the *What's Next Ontario?* project. There is a looming fiscal gap facing Ontario's municipalities. *What's Next Ontario?* is about recognizing the gap and seeking sector support for closing it. The response has been impressive, but there's more to be done! We've boiled down the essence of the challenge we face in the next ten years to a one-page resolution. We urge every council in Ontario to adopt the resolution, and reply to AMO by December 1, 2016.

What does it say? We know Ontarians see infrastructure as the number one challenge facing their community. We know that even if we raise property taxes and user fees by inflation (1.8%), we will still be \$3.6 billion short to fix the infrastructure gap, every year for ten years. This is what we need to address. As elected officials, how do we deal with this challenge? What is the best approach? Ontarians already pay the highest property taxes in the country. How high is too high?

We could finance this gap by increasing property taxes. It would require property tax revenue increases of 4.6% annually for 10 years, sector-wide. And, what happens if the federal or provincial governments pull back on future commitments? We know that could mean property tax revenue increases of up to 8.35% annually for 10 years, sector-wide. How might these numbers translate locally as an annual rate increase?

The attached resolution is a starting point. Thank you for bringing this to your council's attention. My e-mail address is on the resolution and I look forward to receiving council's support.

If you have questions, please contact Matthew Wilson, Senior Advisor, mwilson@amo.on.ca, 416-971-9856 Ext. 323.

Yours sincerely,



Lynn Dollin
AMO President

WHAT'S NEXT ONTARIO? RESOLUTION

WHEREAS recent polling, conducted on behalf of the Association of Municipalities of Ontario indicates 76% of Ontarians are concerned or somewhat concerned property taxes will not cover the cost of infrastructure while maintaining municipal services, and 90% agree maintaining safe infrastructure is an important priority for their communities;

AND WHEREAS infrastructure and transit are identified by Ontarians as the biggest problems facing their municipal government;

AND WHEREAS a ten-year projection (2016-2025) of municipal expenditures against inflationary property tax and user fee increases, shows there to be an unfunded average annual need of \$3.6 billion to fix local infrastructure and provide for municipal operating needs;

AND WHEREAS the \$3.6 billion average annual need would equate to annual increases of 4.6% (including inflation) to province-wide property tax revenue for the next ten years;

AND WHEREAS this gap calculation also presumes all existing and multi-year planned federal and provincial transfers to municipal governments are fulfilled;

AND WHEREAS if future federal and provincial transfers are unfulfilled beyond 2015 levels, it would require annual province-wide property tax revenue increases of up to 8.35% for ten years;

AND WHEREAS Ontarians already pay the highest property taxes in the country;

AND WHEREAS each municipal government in Ontario faces unique issues, the fiscal health and needs are a challenge which unites all municipal governments, regardless of size;

NOW THEREFORE BE IT RESOLVED that this Council supports the Association of Municipalities of Ontario in its work to close the fiscal gap; so that all municipalities can benefit from predictable and sustainable revenue, to finance the pressing infrastructure and municipal service needs faced by all municipal governments.

Please forward your resolution by December 1, 2016 to:
AMO President Lynn Dollin amopresident@amo.on.ca.



October 6, 2016

Dear Friends,

Re: Introduction of Legislation to Amend the *Aggregate Resources Act*

I am writing to inform you of the introduction of a bill to amend the *Aggregate Resources Act* in the Ontario legislature on October 6, 2016. The proposed bill is the foundation of our plan to modernize and strengthen Ontario's framework for managing aggregate resources.

In fall 2015, the Ministry of Natural Resources and Forestry, through an Environmental Registry posting, consulted on proposed changes through a document called 'A Blueprint for Change: a proposal to modernize and strengthen the Aggregate Resources Act policy framework'.

The proposals described in the Blueprint were developed in consideration of the recommendations from the Standing Committee and input from fall 2014 discussions with stakeholders, Indigenous communities and organizations. The comments and the recommendations received were considered in the development of this proposed Bill. This information will also be considered in the development of future changes to regulations and policy.

The proposed bill is the first step in a phased process that will modernize and strengthen the way aggregate operations are managed in Ontario. Should the bill pass, Ontario would move forward with public consultations on any future proposed regulatory and policy changes under the revised act, including future proposals related to changes to fees and royalties.

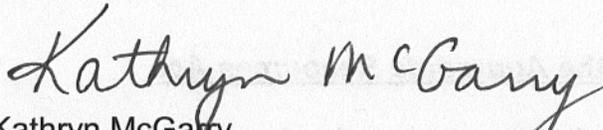
The changes proposed to the legislation provide the framework for stronger oversight in the management of aggregate operations, increased and equalized fees and royalties, enhanced environmental accountability, and improved information on operations and enhanced public participation.

The bill to amend the *Aggregate Resources Act* is available on the Legislative Assembly of Ontario website (www.ontla.on.ca) and has also been posted on the Environmental Registry (www.ontario.ca/environmentalregistry, posting number 012-8443) for public consultation for a period of 60 days ending on December 5, 2016. We welcome feedback on the legislative changes proposed. Alternatively, written comments can be sent to ARAreview@ontario.ca.

If you have any questions about the introduction of the bill, please contact Pauline Desroches, Manager, Resource Development Section, at 705-755-2140 or Pauline.Desroches@ontario.ca.

Thank you for your ongoing support in this initiative. I look forward to hearing your thoughts.

Best,



Kathryn McGarry
Minister of Natural Resources and Forestry



**THE CORPORATION OF THE CITY OF TEMISKAMING SHORES
ACCESSIBILITY ADVISORY COMMITTEE REGULAR MEETING**

Wednesday, September 21, 2016 – 10:00 AM
Timiskaming Health Unit

Vision Statement: All people of the City of Temiskaming Shores shall live in dignity, with independence, inclusion and equal opportunity.

Mission Statement: To ensure through education, promotion, and advocacy, that all persons with disabilities can with dignity and independence have full, equal, inclusionary participation and opportunity within the boundaries of the City of Temiskaming Shores.

MINUTES

1. CALL TO ORDER

- Meeting called to order at 10:05 a.m.

2. ROLL CALL

MEMBERS:

- | | | |
|--|--|--|
| <input checked="" type="checkbox"/> Janice Labonte – Chair | <input checked="" type="checkbox"/> George Depencier | <input checked="" type="checkbox"/> Bob Hobbs |
| <input checked="" type="checkbox"/> Debbie Despres | <input checked="" type="checkbox"/> Nicki Galley | <input checked="" type="checkbox"/> Walter Humeniuk |
| <input checked="" type="checkbox"/> Carman Kidd (Mayor) | <input checked="" type="checkbox"/> Josette Cote | <input checked="" type="checkbox"/> Mike McArthur (Councillor) |

CITY STAFF:

- Christopher Oslund, City Manager
- Jennifer Pye, City Planner
- Airianna Misener, Executive Assistant

3. REVIEW OF REVISIONS OR DELETIONS TO AGENDA

- Item 10.1: Stop-Gap Accessible Ramp project deferred to future meeting
- Addition under New Business 10.4: Age Friendly Fair

4. APPROVAL OF AGENDA

Moved by: Bob Hobbs

Seconded by: Mayor Carman Kidd

Be it resolved that:

The agenda for the September 21, 2016 TSAAC meeting be approved as amended.

CARRIED

5. ADOPTION OF PREVIOUS MINUTES

Moved by: Mayor Carman Kidd

Seconded by: Councillor Mike McArthur

Be it resolved that:

The Minutes for the June 15, 2016 TSAAC meeting be approved as printed.

CARRIED

6. DISCLOSURE OF CONFLICT OF INTEREST AND GENERAL NATURE

- None

7. DELEGATION/PRESENTATION

- None

8. BUSINESS ARISING FROM THE MINUTES

- None

9. UNFINISHED BUSINESS

- None

10. NEW BUSINESS

10.1 Stop-Gap Accessible Ramp Project

- Item deferred to future meetings

10.2 Accessible Pedestrian Signals (APS)

Josette Cote provided the Committee with feedback in regards to the downtown Accessible Pedestrian Signals. In recent weeks Josette and Cynthia Bartey of CNIB walked the downtown centre and provided the following observations:

- APS volume was favorable on the corner of Whitewood and Paget Street
- Unable to hear the signals on the south west pole locater on Whitewood/Armstrong Corner
- Whitewood West /Armstrong Corner APS would not activate
- “Ticks” were not consistent
- Timing is excellent at the Whitewood/Paget South/Paget North Intersections

Josette inquired on the possibility to accompany the Miller Maintenance Technician during his next maintenance review. Jennifer Pye will discuss with City Staff.

A draft copy of the APS resident information brochure was circulated. The Committee was overall pleased with the brochure and members requested copies. The Committee suggested enlarging the picture of the APS on the page-sized brochure and developing bilingual brochures.

10.3 Site-Plan – Canadian Tire

Moved By: Josette Cote

Seconded By: Walter Humeniuk

Whereas TSAAC has reviewed the site plan for the proposed expansion of the Canadian Tire store in New Liskeard located at 997431 Highway 11;

And Whereas TSAAC is generally pleased with the inclusion of accessibility considerations in the site plan, including the provision of additional accessible parking spaces and lighting around the building;

Be it resolved that TSAAC recommends to Council that these items be included in the site plan agreement;

Further be it resolved that TSAAC is concerned about the transit stop at the south west corner of the Walmart building considering the proposed 6m drive aisle and the parking spaces on the south side of the Walmart building and requests consultation be had with the Temiskaming Transit Committee regarding the proposal.

10.4 Age Friendly Fair

City staff circulated the upcoming Age Friendly Fair brochure and inquired on the Committee's interest in participating. The Committee requested to accompany the City's booth and various TSAAC members will be present to answer questions and provide feedback at the event.

11. SCHEDULING OF MEETINGS – Third Wednesday of every second month

City staff requested the Committee’s input on changing the meeting schedule, as the third Tuesday of every month is a Council meeting and a Council follow-up meeting is held the following morning, making it difficult for senior staff to attend TSAAC meetings. The Committee agreed to change the meeting schedule to the second Wednesday of every second month.

Moved by: Debbie Despres

Seconded by: Walter Humeniuk

Be it resolved that:

The next regular TSAAC meeting is to be held on Wednesday November 9, 2016 at 10:00 a.m. at the Timiskaming Health Unit.

CARRIED

12. ITEMS FOR FUTURE MEETINGS

- Stop- Gap Accessible Ramp Project
- 2017 Budget

13. ADJOURNMENT

Moved by: Bob Hobbs

Seconded by: Councillor Mike McArthur

Be it resolved that:

TSAAC adjourns at 11:05 A.M

CARRIED

TEMISKAMING MUNICIPAL ASSOCIATION

REGULAR MEETING

MAY 26, 2016

	MEMBER	MEMBER
Armstrong		
Brethour	Julie Wilkinson	
Casey	Guy Labonté	
Chamberlain	Kerry Stewart	
Charlton/Dack		
Cobalt	Tina Sartoretto	
Coleman	Lois Perry	
Englehart	Doug Metson	
Evanturel	Barb Beachy	
Harley	Clifford Fielder	
Harris	Al Licop	
Hilliard	Evelyn Carleton Moore	Karen Gerrard
Hudson	Larry Craig	
James		
Kerns		
Kirkland Lake	Pat Kiely	
Larder Lake		
Latchford	George Lefebvre	Jo-Anne Cartner
Matachewan		
McGarry		
Temagami		
Tem. Shores	Danny Whalen	Carman Kidd
Thornloe	Earl Read	Ron Vottero
Speaker	Darlene Wroe	
	Jeff Barton	

May 26, 2016

Moved by: Carman Kidd
Seconded by: Barbara Beachy

That the meeting be opened at 7:00 pm.

Carried

Moved by: Kerry Stewart
Seconded by: Ron Vottero

That the minutes of the Annual Meeting and the Regular Meeting of March 31st, 2016 be approved.

Carried

DELEGATION:

Jeff Barton / MPAC Service Level Agreement:

- Heavily involved with assessment appeal between DOMTAR and James Township which started approximately 6 years ago and with possible reduction of 70% of assessment.
- Took 3 years to go through the appeal process.
- In 2014 MPAC started the process on "Service Level Agreement".
- MPAC SLA team met with TEMAG.
- MPAC is more interested in taking care of the GTA and larger municipalities than taking care of small municipalities in the District of Temiskaming.
- The Final Draft Version of the Service Level Agreement was recently received.
- Assessment do seem to be getting better but there is still much room for improvement.
- Not much is gained by a municipality in the appeal process.
- MPAC should not be treated as a partner with the municipality but as a contractor hired by the municipality to do specific tasks.
- Municipalities need to make sure that MPAC is working for the municipality and does everything it can to make sure that as a municipality we get the representation that we pay for.

DISCUSSIONS:

- **Chairman's Report**
- **Director / Rural North (Paul Coté)**
- **FONOM Conference**
- **Wire fencing / Highway 11**
- **Cellular towers exemption request**
- **Planning, Zoning.... June 20, 21, 22 Englehart**
- **By-law Enforcement**

May 26, 2016

Moved by: Barbara Beachy

Seconded by: Tina Sartoretto

That Karen Gerrard be nominated as Director for Rural North.

Carried

Danny Whalen:

2016 FONOM CONFERENCE

- The 2016 Federation of Northern Ontario Municipalities conference drew in 260 delegates from across Northeastern Ontario.
- The conference opened with a talk by former Premier Bob Rea, followed by a speech by Premier Wynne.
- There were four Ministers in attendance as well as many Liberal Party members.
- Also three members of the Federal Liberal Northern Ontario Caucus, Minister Rota, Serre and Lefebvre.
- Also the leaders of both Provincial opposition parties attended.
- Sessions were hosted by Paul Dube the new Ontario Ombudsman, Carla Nell of MPAC, Aime Dimatteo of Fed Nor, Jody Johnson of Aird & Berlis a well known legal firm in municipal governance, Christopher Brown a Planner with MMAH and Karen Pitre the Premiers Special Advisor on Community Hubs.
- It was nice to see participation by municipal, provincial and federal members over the entire three days and also to have the provincial and federal members so easily accessible by the municipal membership.
- 41 municipalities are supporting the expansion of Highway 11. Danny will send the list of municipalities supporting this project.
- Paul Dubé, Ontario Ombudsman with the new rules for his office.
- Energy costs need to be placed on agenda for our meeting on September 29th, 2016. With the province wanting to eliminate natural gas as an energy source for heating we need to be vocal with our objection to this. With 80% of residences being heated with natural gas and overall this represents 35% of Ontario end-use energy needs.
- The province would like to see us all using hydro which is much more expensive.
- Georges Lefebvre will prepare a resolution to this effect and will ask all municipalities for their support.

May 26, 2016

Georges Lefebvre:

Wildlife fencing:

- Reviewed Resolution No. 16 / 072 from the Town of Latchford urging the Province of Ontario through the Ministry of Transportation to install wildlife fencing adjacent the Highway 11 corridor from the northern boundary of the City of North Bay to the District of Temiskaming so as to safeguard both motorists and wildlife in this critical area of provincial highway.
- Latchford has received a request asking for cellular towers exemption. Other municipalities stated that they had received the same request and that they were opposed.

Karen Gerrard:

Planning, Zoning seminar June 20, 21 and 22 in Englehart.

- It is suggested that we subsidize a portion of this seminar for our staff members. We will obtain the name of our staff members attending this seminar and in September we will decide by how much or if any assistance will be given to those municipalities.

Ron Vottero:

By-Law Officer:

- John Potts of Kirkland Lake has offered his services as By-law Officer.
- Presently Temiskaming Shores, Coleman, Cobalt, Englehart, Kirkland Lake and Latchford have a By-Law Officer. They have been asked if they would be willing to share on a per call basis.

Moved by: Doug Metson

Seconded by: Pat Kiely

That the April 29th, 2016 bank reconciliation be approved as presented.

Carried

OTHER BUSINESS:

NEOMA:(North Eastern Ontario Municipal Association)

- NEOMA represents municipalities from Hearst to Kirkland Lake and Temiskaming Shores.
- They are the equivalent of Temiskaming Municipal Association. Though they do not represent all municipalities of North Eastern Ontario, they are unwilling to change their name to a more realistic acronym.
- Does this diminish the role of TMA? That will be an item to address in September. Between FONOM, NEOMA, TEMAG and TMA who is the actual voice for the District of Temiskaming?

May 26, 2016

- We should hold a combined meeting of all association to define the rolls of each association.

Tina Sartoretto:

- Cobalt, Coleman and Latchford are working on a compilation study for their municipalities.
- Will set up a meeting on June 27 for all municipalities who might be interested in being part of this study. Will coordinate with Michelle for 6:30pm.

Moved by: Clifford Fielder

Seconded by: Doug Metson

That the meeting of May 26th, 2016 be adjourned at _____pm.

Carried

Executive meeting on August 25 at Earlton municipal office at 6:30 pm.

TMA meeting on September 29 at 6:30 pm at the Earlton Recreation Centre.

<u>4/29/2016</u>	<u>TEMISKAMING MUNICIPAL ASSOCIATION</u>				
	BANK RECONCILIATION				
Book Balance Forward:		29-Apr-16			<u>\$17,779.17</u>
Plus Deposits:					
Temagami			\$150.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		<u>\$150.00</u>
Less Service Charges:			\$6.50		<u>-\$6.50</u>
Less Cheques:					
Reynald Rivard			\$200.00		
			\$200.00		<u>-\$200.00</u>
Book Balance:		29-Apr-16			<u>\$17,722.67</u>
Bank Balance:		29-Apr-16			<u>\$17,722.67</u>
Difference:					<u>\$0.00</u>

NEW BUSINESS

TOWN OF LATCHFORD
RESOLUTION

MOVED BY: Mik Brad

No.: 16/ ~~071~~ 072.

SECONDED BY: P. Russell

Date: May 19th 2016

Whereas Highway 11 from North Bay to the District of Temiskaming is annually invaded by wildlife, in particular Moose and Bear,
And Whereas many of these wildlife movements occur during darkness or low light periods making detection of their presence on or near the highway very difficult if not impossible,
And Whereas the too numerous collisions between vehicles and these wildlife often result in death to drivers and passengers of vehicles as well as the various species of wildlife,
And Whereas wildlife fencing has been installed on other provincial highways and proven to reduce collisions between vehicles and wildlife,
Therefore be it resolved that the Council for the Corporation of the Town of Latchford urge the Province of Ontario through the Ministry of Transportation to install wildlife fencing adjacent to the Highway 11 corridor from the northern boundaries of the City of North Bay to the District of Temiskaming so as to safeguard both motorists and wildlife in this critical area of provincial highway.
And Further that this resolution be forwarded to municipalities within the District of Temiskaming, the Temiskaming Municipal Association (TMA), the Federation of Northern Ontario Municipalities (FONOM) Temiskaming Mayors Action Group (TeMAG) and MPP John Vanthof for their support and to the Ontario Ministry of Transportation (MTO) for action.

Carried ✓ Amended _____ Defeated [Signature]
Signature of Presiding Officer

DIVISION VOTE	
FOR	AGAINST
_____	_____
_____	_____
_____	_____
_____	_____

Declaration of Pecuniary Interest/Conflict of Interest

_____ declared interest, abstained from discussion and did not vote on the question.

Clerk-Treasurer



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<p>BBQ Stains Removal Guide</p> <p>tide.com/BBQSauce</p> <p>Learn How to Remove BBQ Stains. Check Out Tide® for Stain Solutions</p>	
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Open letter to Premier Kathleen Wynne about Ontario's Climate Change Action plan

OTTAWA, May 25, 2016 /CNW/ - Here is the content of the open letter from the Canadian Gas Association :

The Honourable Kathleen O. Wynne
Premier of Ontario and
Minister of Intergovernmental Affairs
Room 281, Main Legislative Building,
Queen's Park

Toronto, Ontario M7A 1A1
kwynne.mpp@liberal.ola.org

Dear Premier Wynne,

The leaked Climate Change Action Plan, according to the Globe and Mail, includes an agenda to move homes, businesses and other buildings off of natural gas.

This agenda is incredibly irresponsible. Let me explain why.

First, it is irresponsible because it arbitrarily restricts the freedom of more than 3.5 million Ontario homes, businesses and industrial facilities currently using natural gas to meet their energy needs in the manner they want. Residential and commercial space and water heating, industrial heating and other services are being met by natural gas. Almost 80% of Ontario homes are heated with it, and overall it represents over 35% of Ontario's end-use energy needs – much more than electricity. On a cold day in winter, the energy equivalent of more than twice Ontario's entire electricity system output – it would require more than 80,000 megawatts additional installed capacity - goes through the natural gas system. Northern communities, rural communities, farms, businesses, industrial facilities and others currently not using natural gas want to use natural gas. But the climate change action plan will tell them they can't – because your government says so.

Second, it is irresponsible because of what it will cost. Homeowners and businesses choose natural gas for many reasons, but particularly because it is affordable. A very rough calculation shows that a transition for a home owner from gas to electric heat could raise energy space heating costs by up to \$3,000 per year. That's just the energy bill. Add to that the cost of purchasing the prescribed alternative heating technology (air source or ground source heat pump), the ducting retrofit required, tearing out natural gas systems, and building out the electric grid to meet the new demand. And what if a barbecue is gas-fired, or a water heater, or a dryer, or a fire-place, or a stovetop? Are you going to make homeowners choose more expensive options for all of those as well? At a time when other energy costs are rising, Ontarians are getting excellent value from their natural gas use.

Energy affordability isn't just important to families at home. It's critical for business and industry. Energy is a major cost for any business; drive that cost up and the business will become less competitive, less able to retain or hire workers, more likely to shut down, and more likely to move to other jurisdictions (like Obama's America) where natural gas use is encouraged. Or what about schools and hospitals and other public institutions that will see their energy bills rise? Shutting down natural gas use will reduce available funds for essential public services. Affordable energy makes Ontario more competitive, gives it the capacity to deliver more public services, and helps the province grow and create jobs. Natural gas is affordable energy. U.S. border-states are having something of a manufacturing renaissance on the back of this affordability – Ontario should not be thinking about losing the competitive advantage it represents.

Third, it is irresponsible because it will undermine the resilience of the energy system. Energy is delivered in a variety of ways. That makes for a more resilient system. How? When the electricity system fails, the gas system can meet a lot of energy demand – think about using your gas fireplace or stove even when the power is out. Our system is better because of this resilience: it means we are better able to withstand serious incidents. A system that is unduly dependent on any one delivery system is a less reliable system.

And fourth, it is irresponsible because it amounts to a declaration that the gas industry is incapable of finding innovative ways to reduce CO2 emissions. How about you ask utilities for those, rather than shutting down service delivery? If you want to deliver energy efficiently, natural gas is key: it consumes it at the point of use in heating which is the most efficient way to use energy. If you want intermittent electric renewables like wind and solar, you need a ready partner power source for reliability: natural gas is the most effective one. Or if you want renewables, why just pursue electric renewables? Blend renewable natural gas into the grid – energy from municipal solid waste, or waste water treatment, or agricultural waste, or biomass. It is often much more cost-effective.

Do you want to help rural communities reduce their energy costs? Connect them to the gas grid. Do you want northern communities off of higher-cost, high-emitting fuels? Get them compressed (CNG) or liquefied natural gas (LNG). Do you want to cost-effectively reduce transportation sector emissions? Use CNG or LNG there too. Don't tell society how to achieve your objectives – give people the freedom to be creative themselves. Natural gas utilities have demonstrated time and again their willingness to partner on emission reduction objectives.

Ontario's gas utilities and their partners across Canada believe natural gas and the infrastructure that delivers it have helped deliver a remarkable standard of living in Ontario, contributing to the building of a stronger province and country for over 100 years. We want to keep building on the natural gas opportunity – as part of a broader energy system that includes electricity, liquid fuels, energy efficiency, and emerging technologies. Our customers want the choice and flexibility of that system diversity. Shutting down natural gas will restrict choice and flexibility.

We don't know what the final Climate Action Plan will look like, but last Monday's leak was not a good early signal. We are going to work hard to make sure our customers are aware of it.

Signed,

Timothy M. Egan
President & CEO
Canadian Gas Association

CC:

Honourable David Zimmer, Minister of Aboriginal Affairs

Honourable Jeff Leal, Minister of Agriculture

Honourable Madeleine Meilleur, Attorney General and Minister Responsible for Francophone Affairs

Honourable Tracy MacCharles, Minister of Children & Youth Services and Minister Responsible for Women's Issues

Honourable Michael Chan, Minister of Citizenship, Immigration and International Trade

Honourable Dr. Helena Jaczek, Minister of Community and Social Services

Honourable Yasir Naqvi, Minister of Community Safety and Correctional Services, Government House Leader

Honourable Brad Duguid, Minister of Economic Development, Employment and Infrastructure

Honourable Liz Sandals, Minister of Education

Honourable Bob Chiarelli, Minister of Energy

Honourable Glen R. Murray, Minister of the Environment and Climate Change

Honourable Charles Sousa, Minister of Finance

Honourable David Oraziotti, Minister of Government and Consumer Services

Honourable Dr. Eric Hoskins, Minister of Health and Long-Term Care

Honourable Kevin Flynn, Minister of Labour

Honourable Ted McMeekin, Minister of Municipal Affairs and Housing

Honourable Bill Mauro, Minister of Natural Resources and Forestry

Honourable Michael Gravelle, Minister of Northern Development and Mines

Honourable Michael Coteau, Minister of Tourism, Culture and Sport; Minister Responsible for the 2015 Pan and Parapan American Games; and Minister Responsible for Anti-Racism

Honourable Reza Moridi, Minister of Training, Colleges and Universities and Minister of Research and Innovation

Honourable Mario Sergio, Minister Responsible for Seniors Affairs

Honourable Steven Del Duca, Minister of Transportation

Honourable Deb Matthews, Deputy Premier, President of the Treasury Board, and Minister Responsible for the Poverty Reduction Strategy

**EARLTON-TIMISKAMING REGIONAL AIRPORT
MUNICIPAL SERVICES BOARD (MSB)
MINUTES**

Thursday, August 18th, 2016
Council Chambers, Township of Armstrong
Earlton, Ontario

Attendance: Marc Robillard, Doug Metson, Dominique Nackers, Barbara Beachey,
Ron Vottero, Pauline Archambault, Morgan Carson, Bryan McNair,
Harold Cameron

Guests : Darlene Wroe

Regrets : Carman Kidd, Debbie Veerman, Sheila Randell

Absent : Ken Laffrenier, Charlie Codd, James Twp. & Cobalt Reps.

1. **Welcome - Meeting called to order**
Moved by: Doug Metson
Seconded by: Bryan McNair
BE IT RESOLVED THAT "the meeting of August 18th, 2016 be called
to order at 7:00 p.m. by Vice-Chairman, Marc Robillard.
Carried

2. **Approval of Agenda**
Moved by: Bryan McNair
Seconded by: Doug Metson
BE IT RESOLVED THAT "the Agenda be approved as presented."
Carried

3. **Minutes of last Meeting**
Moved by: Doug Metson
Seconded by: Barbara Beachey
BE IT RESOLVED THAT "the Minutes of the meeting held July 21st, 2016
be adopted as presented."
Carried

4. **Errors or Omissions**
There were no errors or omissions.

5. **Business Arising from the Minutes**
None

6. **Closed Session**
No closed session.

7. Committee Reports

(i) Finance Committee

Moved by: Bryan McNair

Seconded by: Doug Metson

BE IT RESOLVED THAT "the report of the Finance Committee for the month of July 2016, be adopted as presented and attached hereto, forming part of these Minutes."

Carried

(ii) Property and Maintenance Committee Report
No Report

(iii) Human Resources Committee
No Report

8. Correspondence

Moved by: Ron Vottero

Seconded by: Morgan Carson

BE IT RESOLVED THAT "the Correspondence for July 2016 be filed."

Carried

9. Manager's Report

Moved by: Morgan Carson

Seconded by: Barbara Beachey

BE IT RESOLVED THAT "the Manager's Report for the month of July 2016, be adopted as presented, and attached hereto forming part of these Minutes."

Carried

10. Chairman's Remarks/Report

No Report

11. Any Other Business:

Discussed need for larger fuel tank and cardlock system - advised to wait until after transfer to not-for-profit corporation.

Drag Races were discussed:

- Harold provided photos of oil spill that occurred during drag races which could lead to pavement degradation - documented for now.
- Photos of drag race trailer parked under roof of sweeper shed - same place where snow fell on & damaged it before. Announcement booth & ticket booth not in right area for storage.
- MSB want to see the financials from the drag races. A letter to be drafted up and sent to drag race executive.

Harold also showed a diagram of property area sold along with hangar. He pointed out that the large and man gate, and some of the parking lot, were sold and are now private.

12. Adjournment

Moved by: Barbara Beachey

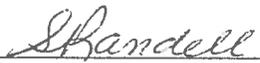
Seconded by: Doug Metson

BE IT RESOLVED THAT "this meeting be adjourned - 7:41 p.m.. The next meeting will be held September 15th, 2016 at 7:00 p.m. at Armstrong Council Chambers.

Carried



Chair



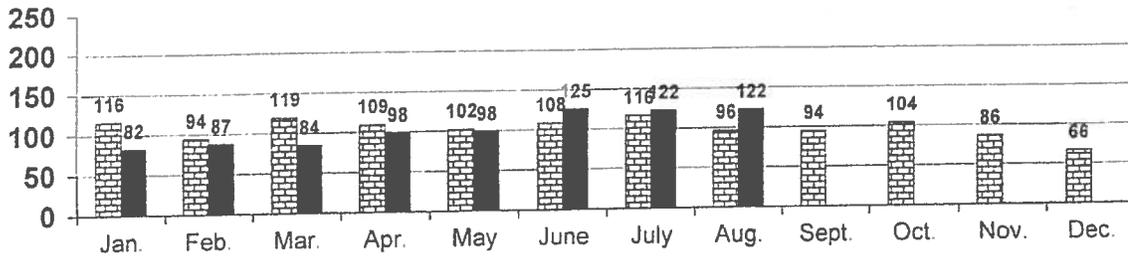
Secretary

**EARLTON-TIMISKAMING REGIONAL
AIRPORT
AUGUST 2016**

<u>REVENUE</u>	<u>ACTUAL</u>	<u>YTD</u>
Fuel	\$21,034	\$85,682
Operations	\$9,599	\$210,143
	<hr/> \$30,633	<hr/> \$295,825
 <u>EXPENSES</u>		
Fuel	\$10,489	\$54,301
Operations	\$23,804	\$193,120
Capital Expenses		
	<hr/> \$34,293	<hr/> \$247,421
 <u>NET PROFIT/LOSS</u>		
Fuel	\$10,545	\$31,381
Operations	-\$14,205	\$17,023
Capital Expenses		
	<hr/> -\$3,660	<hr/> \$48,404
 <u>FUEL INVENTORY - JET A1</u>	\$ 139	
<u>FUEL INVENTORY - AVGAS</u>	\$ 627	
<u>FUEL INVENTORY - DIESEL</u>	\$ 2,477	

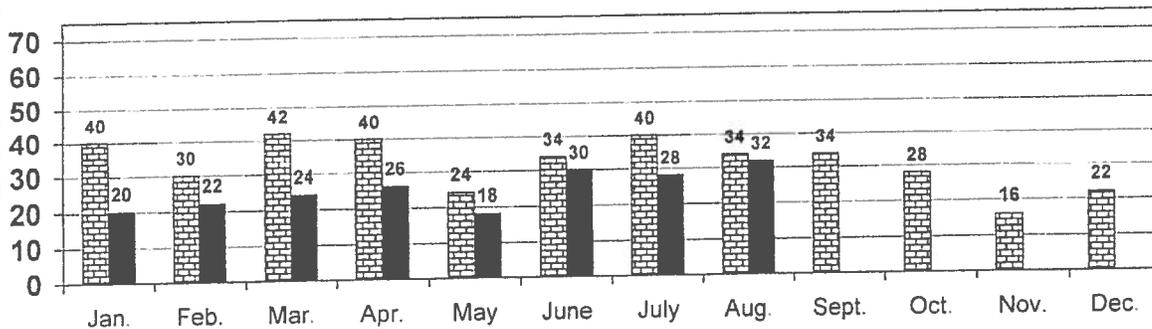
Air Carriers Movements

2015
2016



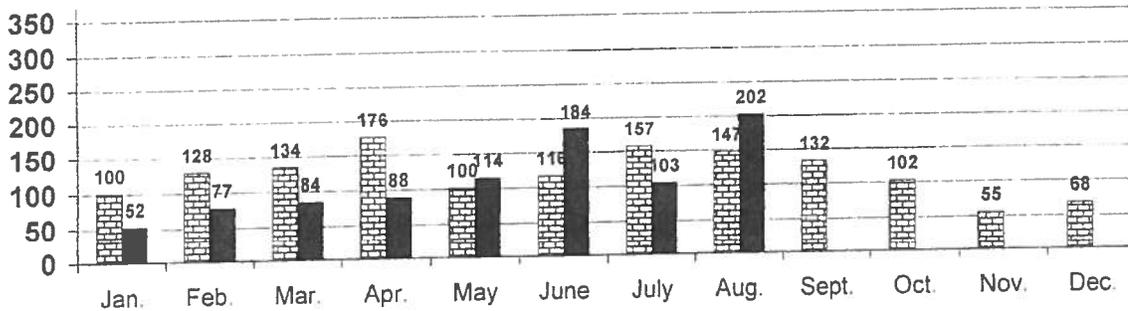
Air Ambulance Movements

2015
2016



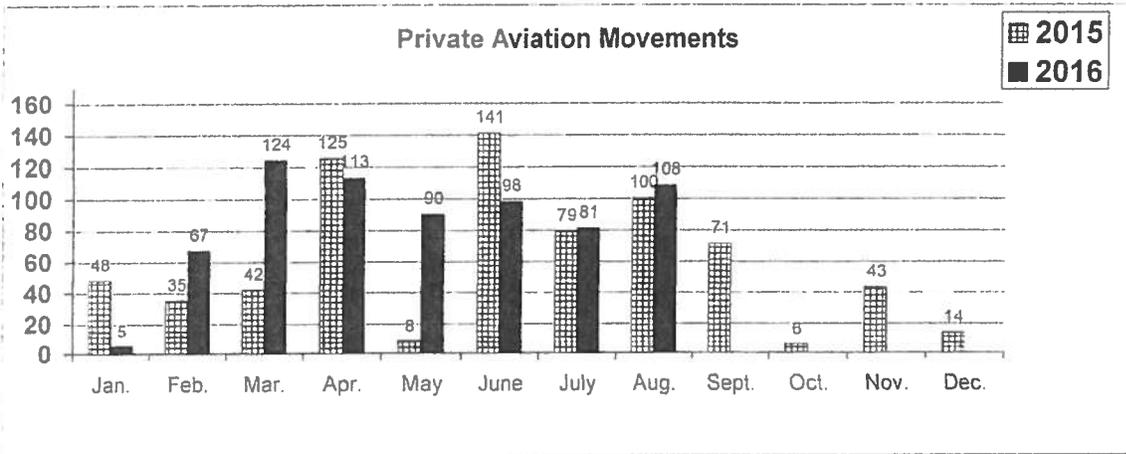
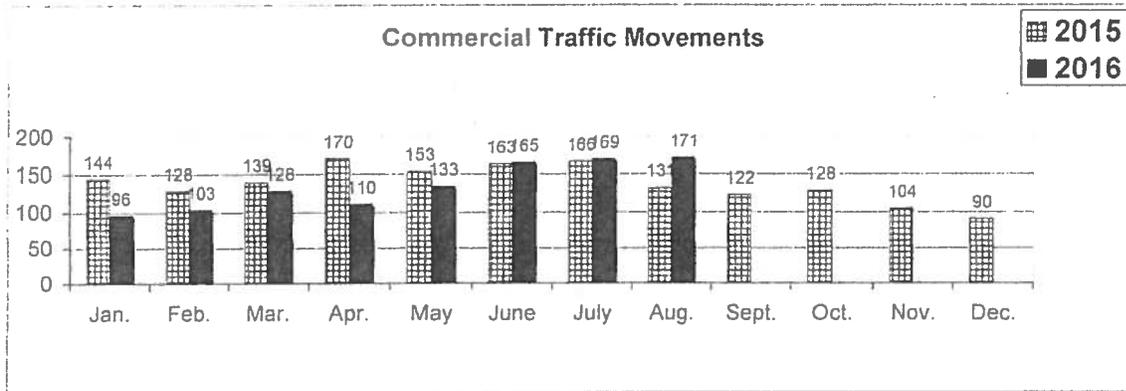
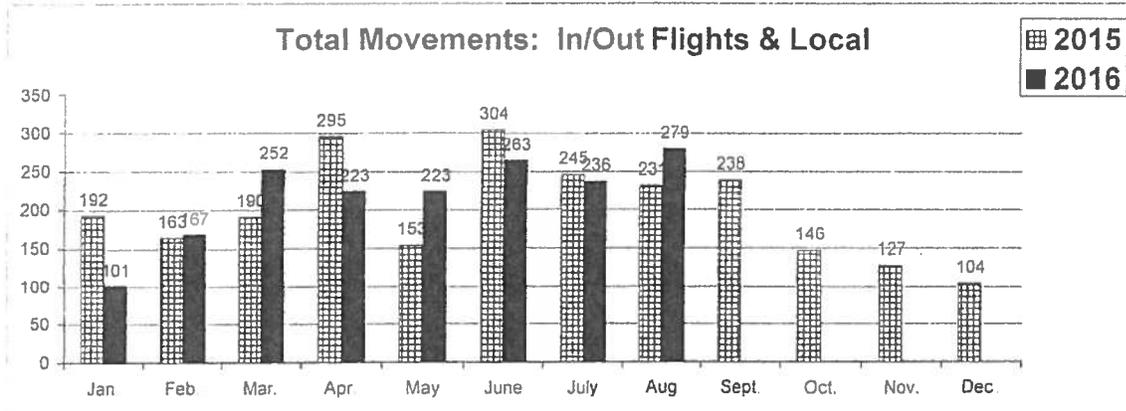
Pgrs. via Air Charter

2015
2016



ANNUAL AIRCRAFT MOVEMENTS

AS OF AUGUST 31, 2016



MANAGER'S REPORT AUGUST 2016

Drag Races:

The main runway was closed for car drag races on the 4th through 7th of August weekend. The weather was perfect and the event was reported to have a high number of competitors and spectators.

The MSB (Municipal Services Board) secretary wrote a letter to the Drag Race committee to request a financial report for the event as requested at the last MSB meeting.

Fuel Sales:

This month saw records smashed for overall sales and Avgas sales. 4689 litres sold of Avgas sets a new record for any month since we started keeping track in 2004.

Also this month our Avgas tank was retired due to a leakage problem. A temporary tank was borrowed from our friends at the UPI 9 mile. Our dedicated staff pumped off the fuel and plumbed in the new system.

While selling our 9281 litres of Jet A1 from our capacity of 4400 litre, we ran out of fuel twice. We had to issue a NOTAM (Notice to Airmen) from London FIC (Flight Information Centre) each time that no Jet fuel was available so pilots could make alternate arrangements. The outages lasted about two days each time.

This information proves the need for upgraded capacity. However, looking at past trends in our sales, a decrease from now until next summer could be expected.

We would also like to see a cardlock system incorporated into a new system to better facilitate off hours visitors, and our flyers from St-Bruno-de-Guiges.

Harold Cameron

Earlton-Timiskaming Regional Airport Manager

Community Contribution Summary
2016 Sharing Contribution
Per Capita Contribution - \$7.95

<u>Community</u>	<u>Population</u>	<u>Contribution</u>	<u>Paid</u>
Armstrong	1265	\$10,057	\$10,057.00
Casey	374	\$2,973	\$2,973.00
Chamberlain	346	\$2,751	\$1,375.50
Charlton and Dack	670	\$5,327	\$2,663.50
Cobalt	1103	\$8,769	
Coleman	531	\$4,221	\$2,110.50
Englehart	1546	\$12,291	\$12,291.00
Evanturel	464	\$3,689	\$1,844.50
Harley	526	\$4,182	\$4,182.00
Hilliard	227	\$1,805	\$1,805.00
Hudson	457	\$3,633	\$3,633.00
James	474	\$3,768	\$3,768.00
Temiskaming Shores	10125	\$80,494	\$40,247.00
Thornloe	110	\$875	\$875.00
Total Contributions	18218	\$144,833	\$87,825.00

Donation

Kerns	349	\$2,775	
Total Contributions		\$147,608	\$87,825

As of September 8, 2016

1. CALL TO ORDER

- Meeting called to order at 6:29 P.M.

2. ROLL CALL

- | | |
|--|---|
| <input checked="" type="checkbox"/> Mayor Carman Kidd | <input checked="" type="checkbox"/> Dan Fenety |
| <input checked="" type="checkbox"/> Councillor Danny Whalen | <input type="checkbox"/> Jessica Caldwell |
| <input type="checkbox"/> Councillor Jeff Laferriere | <input checked="" type="checkbox"/> Chuck Durrant |
| <input checked="" type="checkbox"/> James Franks, Economic Development Officer | |
| <input checked="" type="checkbox"/> Christopher Oslund, City Manager | |
| <input checked="" type="checkbox"/> Airianna Misener, Executive Assistant | |

3. REVIEW OF REVISIONS OR DELETIONS TO AGENDA

- None

4. APPROVAL OF AGENDA

Recommendation CEDAC-2016-04
Moved by: Councillor Danny Whalen

Be it recommended that:

The Community Economic Development Advisory Committee agenda for the August 10, 2016 meeting be approved as printed.

Carried

5. REVIEW AND ADOPTION OF PREVIOUS MINUTES

Recommendation CEDAC-2016-05
Moved by: Mayor Carman Kidd

Be it resolved that:

The CEDAC Committee minutes for the March 30, 2016 meeting be adopted as printed.

Carried

6. DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

- None

7. DELEGATIONS

- None

8. CORRESPONDENCE

- None

9. UNFINISHED BUSINESS

9.1 Strategic Planning

Discussion:

In early July, James Franks distributed a draft copy of the Economic Development Strategic Plan RFP for the Committee's review. The Committee expressed concerns with an outsourced Strat Plan.

The CEDAC Committee was led to believe the province would only accept a 2nd party strategic plan, to be eligible for further funding. The Committee requested James Franks to contact NOHFC staff to further inquire on the requirements of the Strategic Plan.

9.2 Draft Immigration Strategy

Discussion:

Committee members were presented with a copy of the Temiskaming Shores Immigrant Attraction Settlement and Retention Strategy. The Strategy was a result of the Northeastern Ontario Immigration Project, conducted by the North Bay & District Multicultural Centre, HR North and Curry Consulting. The Committee discussed strategies/patterns that are currently attracting immigrants to the area. Christopher Oslund reminded members that when you adopt strategies/plans you need to be able to put the financials forward along with several considerations.

9.3 Canada 150

Discussion:

The group discussed the Canada 150 funding and how it could be used towards the 2017 Summer Fest. The group exchanged ideas; members will discuss interest with other organizations such as the BIA and Village Noel.

9.4 New Liskeard Agriculture Research Station

Discussion:

James Franks updated the Committee on the recent discussions regarding the potential acquisition of the New Liskeard Agriculture Research Station. The Committee provided positive feedback and comments.

10. NEW BUSINESS

- None

11. SCHEDULE OF MEETINGS

The next Community Economic Development Advisory Committee meeting is to be determined.

12. CLOSED SESSION

- None

13. ADJOURNMENT

Recommendation CEDAC-2016-06

Moved by: Mayor Carman Kidd

Be it recommended that:

- The Community Economic Development Advisory Committee meeting is adjourned at 8:20 p.m.

Carried

COMMITTEE CHAIR

COMMITTEE SECRETARY

1. CALL TO ORDER

Meeting called to order at 1: 33 P.M.

2. ROLL CALL

- | | |
|---|--|
| <input checked="" type="checkbox"/> Mayor Carman Kidd | <input checked="" type="checkbox"/> Jennifer Pye, Planner |
| <input checked="" type="checkbox"/> Councillor Mike McArthur | <input type="checkbox"/> Tim Uttley, Fire Chief |
| <input checked="" type="checkbox"/> Councillor Doug Jelly | <input checked="" type="checkbox"/> Airianna Misener, Executive Assistant |
| <input checked="" type="checkbox"/> Chris Oslund, City Manager | <input checked="" type="checkbox"/> Kelly Conlin, Director of Corporate Services (A) |
| <input checked="" type="checkbox"/> Clayton Seymour, Chief Building Official | |
| <input checked="" type="checkbox"/> David Barton, By-Law / Property Standards Officer | |

3. REVIEW OF REVISIONS OR DELETIONS TO AGENDA

- Closed Session

4. APPROVAL OF AGENDA

Recommendation PPP-2016-039
Moved by: Councillor Mike McArthur

Be it resolved that:

The Protection to Persons and Property Committee agenda for the August 25, 2016 meeting be approved as amended.

CARRIED

5. DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

- None

6. REVIEW AND ADOPTION OF PREVIOUS MINUTES

Recommendation PPP-2016-040
Moved by: Mayor Carman Kidd

Be it resolved that:

The Protection to Persons and Property Committee minutes of the July 26, 2016 meeting be adopted as presented.

CARRIED

7. DELEGATIONS

- None

8. CORRESPONDENCE

- Paoletti Letter

Discussion:

The Committee reviewed and discussed the noted correspondence.

9. FIRE AND EMERGENCY SERVICES

a) Interim Per Diem Policy – Review

Christopher Oslund on behalf of the Fire Chief presented the group with the revised interim per diem policy; the policy recommends increasing the daily out of area training per diem by \$75.00 for all fire departments within the municipality. The current per diem is set at \$125/day; the group foresees the increase would be an initiative for the volunteer firefighters to participate in additional out of town training sessions. This item will be further discussed at the next Committee meeting.

b) Appointment of Alternate CEMC

A report will be presented to Council to appoint Kelly Conlin as the alternate CEMC. Kelly will attend the required training in September.

Recommendation PPP-2016-041
Moved by: Mayor Carman Kidd

Be it resolved that:

The Protection to Persons and Property Committee hereby adopts the report to appoint Kelly Conlin as the alternate CEMC.

CARRIED

10. COMMUNITY GROWTH & PLANNING

a) Zoning By-law – Update

Jennifer Pye provided the group with an update in regards to the Zoning By-law. At the regular Council meeting on August 2, 2016, Planscape Inc was awarded the Zoning By-Law contract. Planscape has scheduled a visit to the area in September. Background information is being sent to Planscape this week which will provide an opportunity to review the existing framework and identify possible issues for discussion.

In further discussions, shipping containers, also known as “sea cans” were discussed. In recent weeks residents have contacted the City to inquire on the requirements/regulations to install shipping containers as a storage unit on their residential properties. At this point there are no restrictions to deny shipping containers, noted Clayton Seymour, CBO. The building code does not address shipping containers unless they are modified. The Committee discussed options and would like to have shipping containers addressed under the new Zoning By-Law. The Committee concluded that should further inquiries occur; staff are encouraged to communicate with residents that possible changes to the By-Law may be forthcoming.

c) Brownlee Zoning By-law Amendment

Jennifer Pye will present Council with a report detailing reasoning for recommending refusal of the By-Law amendment at the September 6, 2016 regular Council meeting. The consultant for the applicant however, recommends Council approve the amendment application.

d) Economic Development Strategic Plan – Update

At the August 10, 2016 CEDAC Committee meeting, the group discussed developing a formal economic Development Strategic Plan. In 2015, the Committee met with local groups and to develop a plan. In recent months the CEDAC Committee was led to believe the province would only accept a 2nd party strategic plan, to be eligible for further funding. Councillor Mike McArthur and Councillor Danny Whalen attended the AMO meeting where Minister Gravelle advised them that a 2nd party strategic plan was not required. The City’s Economic Development Officer was requested to contact Ministry staff to inquire what is needed. In result, the current plan will suffice however, must be re-packaged and Council will have to adopt the plan by by-law. Chris Oslund and James Franks will work towards completing the plan by year end.

11. **BUILDING / BY-LAW**

a) Ministry of Municipal Affairs and Housing – proposed amendments to the Residential Tenants Act

The Committee discussed the recent proposed amendment to the Residential Tenants Act, the amendments require municipalities to enact and enforce property standards regulations inside residential buildings. The City's current property standards by-law only addresses the common areas and areas external to the building. Chris Oslund was in contact with a representative from the ministry of Municipal Affairs and Housing to obtain further information. The proposed amendments for enforcement are effective July 1st, 2018. Further details will be brought forward to the Committee upon notice of.

b) Construction Permit – Review

Clayton Seymour reviewed the updated Construction Permit with the Committee and outlined the changes.

c) General Department –Update

The Committee convened in closed session to discuss this matter.

11. **NEW BUSINESS**

- None

12. **ADMINISTRATION REPORTS**

- None

13. **CLOSED SESSION**

Recommendation PPP-2016-042

Moved by: Councillor Mike McArthur

Be it resolved that:

The Protection to Persons and Property Committee convene into Closed Session at 2:55 PM to discuss a personnel matter about an identifiable individual, including municipal or local board employees as per section 239 (2) b) of the Municipal Act.

- Department Updates

CARRIED

Recommendation PPP-2016-043
Moved by: Councillor Doug Jelly

Be it resolved that:
The Protection to Persons and Property Committee rise without report at 3:07 PM.

CARRIED

14. SCHEDULE OF MEETINGS

The next Protection to Persons and Property Committee meeting is scheduled for October 13, 2016 starting at 1:00 PM.

15. ADJOURNMENT

Recommendation PPP-2016-044
Moved by: Councillor Mike McArthur

Be it resolved that:
The Protection to Persons and Property Committee meeting is adjourned at 3:10 p.m.

CARRIED

COMMITTEE CHAIR

SECRETARY

1. CALL TO ORDER

Meeting called to order at 1:55 P.M.

2. ROLL CALL

- | | |
|---|--|
| <input checked="" type="checkbox"/> Mayor Carman Kidd | <input checked="" type="checkbox"/> Christopher W. Oslund, City Manager |
| <input checked="" type="checkbox"/> Councillor Jeff Laferriere | <input checked="" type="checkbox"/> Kelly Conlin, Director of Corporate Services (A) |
| <input checked="" type="checkbox"/> Councillor Danny Whalen | <input checked="" type="checkbox"/> Laura Lee MacLeod, Treasurer |
| <input checked="" type="checkbox"/> Dave Treen, Municipal Clerk | <input checked="" type="checkbox"/> Airianna Misener, Executive Assistant |

3. REVIEW OF REVISIONS OR DELETIONS TO AGENDA

- None

4. APPROVAL OF AGENDA

Recommendation CS-2016-035

Moved by: Councillor Danny Whalen

Be it resolved that:

The Corporate Services Committee agenda for the October 3, 2016 meeting be approved as printed.

CARRIED

5. DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

- None

6. REVIEW AND ADOPTION OF PREVIOUS MINUTES

Recommendation CS-2016-036

Moved by: Mayor Carman Kidd

Be it resolved that:

The Corporate Services Committee minutes of the July 26, 2016 meeting be approved as presented.

CARRIED

7. DELEGATIONS/PRESENTATIONS

- None

8. UNFINISHED BUSINESS

- None

9. NEW BUSINESS

- None

10. ADMINISTRATIVE REPORT

- None

11. CLOSED SESSION

Recommendation CS-2016-37

Moved by: Councillor Danny Whalen

Be it resolved that:

The Corporate Services Committee convene into Closed Session at 1:56 p.m. to discuss a proposed acquisition or disposition of land by the municipality or local board as per section 239 (2) (c) of the Municipal Act.

- AIRO Property

CARRIED

Recommendation CS-2016-38

Moved by: Mayor Carman Kidd

Be it resolved that:

The Corporate Services Committee rise with/without report at 2:54 p.m.

CARRIED

12. SCHEDULE OF MEETINGS

- To be determined

13. ADJOURNMENT

Recommendation CS-2016-039

Moved by: Councillor Danny Whalen

Be it resolved that:

The Corporate Services Committee meeting is adjourned at 2:59 p.m.

CARRIED

COMMITTEE CHAIR

RECORDER

DRAFT

Subject: Water Bottle Fill Stations

Report No: RS-021-2016
Agenda Date: October 18, 2016

Attachments

Appendix 01: Draft Agreement with Schools

Appendix 02: Quotation Results

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. RS-021-2016 for information purposes.

Background

The Healthy Kids Community Challenge is a community wide initiative that is launching projects that strive to promote children's health through physical activity and healthy eating. The City of Temiskaming Shores is the lead agency for the program and in partnership with the Timiskaming Health Unit has developed an Advisory Committee to provide ongoing leadership.

The second theme of the project entitled "Water Does Wonders!" began in July 2016 and will be completed in March 2017. As one of the approved interventions for the theme, the Wall Mounted Water Bottle Refilling Stations will be purchased and installed in Temiskaming Shores and area schools and public spaces including:

- New Liskeard Public School
- Kerns Public School
- Temagami Public School
- Elk Lake Public School
- English Catholic Central School
- St. Pat's School
- École publique des Navigateurs
- École Catholique St.Michel
- École Catholique St.Croix
- École Catholique Assomption
- Paradis des Petites
- Timiskaming District Secondary School

The HKCC is in the process of securing local sponsorship for a number of the stations with the following corporations already committed:

- Ontario Clean Water Agency
- Val's Equipment

The installation and maintenance costs will be assumed by the end user. Attached as **Appendix No. 1** to the report is the **Agreement for Schools**.

The Request for Quotation RS-RFQ-006-2016 was distributed to known suppliers and advertised in the City's Bulletin and on the Web Site on August 24, 2016.

Analysis

Four (4) submissions were received in response to the Request for Quotation prior to the closing date of September 27, 2016 at 2:00 p.m.

The proposals were reviewed and evaluated in accordance to the requirements of the RFQ and the deliverables to be provided by the successful service provider. **Appendix 02 – Opening Results** summarizes the results of the responses received and are summarized as follows:

Vendor	Sub-Total	HST	Total Cost
Sexauer Ltd.	\$1,479.00	\$192.27	\$1,671.27
Bardon Supplies Limited	\$1,610.00	\$209.30	\$1,819.30
Northland Plumbing	\$1,634.10	\$212.43	\$1,846.53
Nimbus	\$1,721.25	\$223.76	\$1,945.01

The proposal submitted by Sexauer Ltd. was the lowest quotation and City staff is confident that the company will be able to supply the units as specified.

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

A total of \$23,250 was budgeted in the Healthy Kids Community Challenge Budget for Wall Mounted Water Bottle Re-filling Stations for schools and facilities in the Temiskaming Shores area.

Alternatives

No alternatives were considered.

Submission

Prepared by:

Reviewed and approved by:

Reviewed and submitted for
Council's consideration by:

“Original signed by”

“Original signed by”

“Original signed by”

Tammy Borgen-Flood
Project Manager
City of Temiskaming
Shores

Tammie Caldwell
Director of Recreation
City of Temiskaming
Shores

Christopher Oslund
City Manager
City of Temiskaming
Shores



Water Bottle Fill Station Agreement for Schools Healthy Kids Community Challenge City of Temiskaming Shores

In Ontario, 45 communities are currently promoting “Water Does Wonders” as part of the **Healthy Kids Community Challenge**, which aims to support the well-being of our children. Your local HKCC is joining many other communities in promoting **Sip Smart!™ Ontario** to make water the easy choice and encourage our kids to drink water when they are thirsty. It is much better for them than drinks with sugar added.

New Liskeard Public School has committed to participate in the **Sip Smart!™ Ontario program** and in recognition, the Healthy Kids Community Challenge has committed to donate a Water Bottle Fill Station for the school.

We thank District School Board Northeast for their commitment to partner with us to promote healthy beverage choices for our children!

The following agreement outlines the terms and conditions of the donation.

Agreement Form

BETWEEN:

THE HEALTHY KIDS COMMUNITY CHALLENGE
(hereinafter referred to as “HKCC”) AND:

School and Address:	
Model:	
Estimated Delivery Date:	

By signing this agreement District School Board North East agrees to the following conditions:

1. The HKCC distinctly disclaims all responsibility for any loss, damage, future repairs or maintenance to the unit. Warranty and repairs are as per manufacturer’s specifications.
2. Installation and maintenance costs are the sole responsibility of the School Board.
3. District School Board Northeast assumes full ownership of the unit.

Acknowledged and signed by District School Board North East and The HKCC this ____ day of _____, 2016.

School Board Signature

HKCC Representative

Document Title: **RS-RFQ-006-2016**

Opening Date: **September 27th, 2016**

Inquiry Contact: **Tammy Flood**

Opening Time: **2:30 pm**

Description: **Water Bottle Re-Filling Station**

Form of Proposal

Bidder: **NORTHLAND PLUMBING**

Wall Mount (refrigerated):	\$1,634. ⁰⁰
Wall Mount (non-refrigerated):	\$1,406. ⁷⁹
Wall Mount (filtered):	\$1,727. ⁷³
Wall Mount (non-filtered):	\$1,749. ³³
Delivery / Shipping (L.S.):	0

Bidder: **NIMBUS**

Wall Mount (refrigerated):	\$1,721. ²⁰
Wall Mount (non-refrigerated):	\$723. ¹⁵
Wall Mount (filtered):	\$884. ⁶³
Wall Mount (non-filtered):	\$723. ¹⁵
Delivery / Shipping (L.S.):	\$500. ⁰⁰

Bidder: **SEXAUER**

Wall Mount (refrigerated):	\$1,479. ⁰⁰
Wall Mount (non-refrigerated):	\$1,219. ⁰⁰
Wall Mount (filtered):	\$1,260. ⁰⁰
Wall Mount (non-filtered):	\$1,419. ⁰⁰
Delivery / Shipping (L.S.):	0

Bidder: **BARDON**

Wall Mount (refrigerated):	\$1,610. ⁰⁰
Wall Mount (non-refrigerated):	\$1,334. ⁰⁰
Wall Mount (filtered):	\$1,263. ⁰⁰
Wall Mount (non-filtered):	\$1,577. ⁰⁰
Delivery / Shipping (L.S.):	0

Bidder:

Wall Mount (refrigerated):	
Wall Mount (non-refrigerated):	
Wall Mount (filtered):	
Wall Mount (non-filtered):	
Delivery / Shipping (L.S.):	

Bidder:

Wall Mount (refrigerated):	
Wall Mount (non-refrigerated):	
Wall Mount (filtered):	
Wall Mount (non-filtered):	
Delivery / Shipping (L.S.):	

Comment : Submissions will be reviewed for errors, omissions and accuracy by municipal staff prior to any awarding. Subsequently bidders will be informed of the results.

In Attendance:

Print Name

DAVID TRESEN

Representing

CITY

Signature





Memo

To: Mayor and Council
From: Laura-Lee MacLeod, Treasurer
Date: October 18, 2016
Subject: Amendment No 01 - By-law No. 2015-150 – FedNor Funding - 2016 PDAC Event
Attachments: Appendix 01 – Amendment No. 01

Mayor and Council:

In order to finalize the final report for the FedNor Contribution agreement for the 2016 PDAC event an amendment is required to:

1. Reallocate funds within the eligible cost categories to meet actual expenditures
2. Extend the Completion Date to August 31, 2016 in order to maximize the available funding

The Treasurer respectfully requests that Council consider the following resolution:

1. Be it resolved that Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 024-2016-CS; and
2. That Council directs staff to prepare the necessary by-law to amend By-law No. 2015-150 being an agreement with FedNor for funding for the 2016 PDAC Event to include Amendment No. 01 for consideration at the October 18, 2016 Regular Council meeting.

Prepared by:

Reviewed and approved by:

Reviewed and submitted for
Council's consideration by:

“Original signed by”

“Original signed by”

“Original signed by”

Laura Lee MacLeod
Treasurer

Kelly Conlin
Director of Corporate Services (A)

Christopher W. Oslund
City Manager



Industry Canada

FedNor

19 Lisgar Street
Suite 307
Sudbury, Ontario
P3E 3L4

Industrie Canada

FedNor

19, rue Lisgar
Bureau 307
Sudbury (Ontario)
P3E 3L4

15-150



SEP 26 2016

Project Number: 851-807275

Mr. Carman Kidd
Mayor
Corporation of the City of Temiskaming Shores
325 Farr Drive, P.O. Box 2050
Haileybury ON P0J 1K0

Dear Mr. Kidd:

**Re: Northern Ontario Mining Showcase 2016
Amendment Number: 1**

As a result of your request dated May 5, 2016, FedNor is prepared to amend our Contribution agreement of June 25, 2015 as follows:

Delete: Clause 2.1 The Recipient shall ensure that the Project described in Annex 1 (the "Project") commences on or before September 1, 2015 (the "Commencement Date") and is completed on or before June 30, 2016 (the "Completion Date").

Substitute: Clause 2.1 The Recipient shall ensure that the Project described in Annex 1 (the "Project") commences on or before September 1, 2015 (the "Commencement Date") and is completed on or before August 31, 2016 (the "Completion Date").

Delete: Annex 1 THE PROJECT - STATEMENT OF WORK

I. PROJECT SCOPE

iii) Dates: b) Completion Date - June 30, 2016

Project Costs and Financing:

<u>Project Costs:</u>		<u>Financing:</u>	
Eligible Costs		FedNor	\$380,000
- Supported	\$380,000	Other Federal	
- Not Supported	\$30,000	Provincial	
Ineligible Costs		Municipal	
		Financial Institution	
		Recipient	
		Other	\$30,000
Total	\$410,000		\$410,000

	<u>Supported</u>	<u>Not Supported</u>	<u>Total</u>
<u>Eligible Costs:</u>			
Venue rental \$155,000 and Venue rental (by SMEs) \$30,000	\$155,000	\$30,000	\$185,000
Staging, AV, furniture, parking, Internet, etc.	\$120,000		\$120,000
Professional services	\$42,000		\$42,000
Marketing/promotion and translation	\$45,000		\$45,000
Committee travel	\$18,000		\$18,000
TOTAL ELIGIBLE COSTS	\$380,000	\$30,000	\$410,000
<u>Ineligible Costs:</u>			
TOTAL INELIGIBLE COSTS			
TOTAL PROJECT COSTS			\$410,000

Substitute: Annex 1 THE PROJECT - STATEMENT OF WORK

I. PROJECT SCOPE

iii) Dates: b) Completion Date - August 31, 2016

Project Costs and Financing:

<u>Project Costs:</u>		<u>Financing:</u>	
Eligible Costs		FedNor	\$380,000
- Supported	\$380,000	Other Federal	
- Not Supported	\$30,000	Provincial	
Ineligible Costs		Municipal	
		Financial Institution	
		Recipient	\$30,000
		Other	
Total	\$410,000		\$410,000

	<u>Supported</u>	<u>Not Supported</u>	<u>Total</u>
<u>Eligible Costs:</u>			
Venue rental	\$175,980	\$30,000	\$205,980
Staging, AV, furniture, parking, Internet, etc.	\$114,120		\$114,120
Professional services	\$21,878		\$21,878
Marketing/promotion and translation	\$53,055		\$53,055
Committee Travel	\$14,967		\$14,967
TOTAL ELIGIBLE COSTS	\$380,000	\$30,000	\$410,000
<u>Ineligible Costs:</u>			
TOTAL INELIGIBLE COSTS			
TOTAL PROJECT COSTS			\$410,000

All other terms and conditions of our Contribution agreement remain unchanged.

This amendment is open for acceptance for a period of 30 days following the date on the first page, after which it will be null and void. This amendment shall be effective the date the duplicate copy of this amendment, unconditionally accepted and duly executed by the Recipient, is received by FedNor.

If further information is required, please contact Denise Deschamps toll-free at 1-877-333-6673 ext. 3276 or 705-471-3276 in our North Bay office.

Yours sincerely,

Aime J. Dimatteo
Director General
FedNor

Corporation of the City of Temiskaming Shores

Project Number: 851-807275

Amendment Number: 1

The foregoing is hereby accepted this _____ day of _____, _____.

Per: _____
Signature of Recipient

Title

Per: _____
Signature of Recipient

Title



Memo

To: Mayor and Council
From: David B. Treen, Municipal Clerk
Date: October 18, 2016
Subject: Road Closure Request – Village Noel and Santa Claus Parade
Attachments: Sketch of Proposed Road Closures

Mayor and Council:

Although By-law No. 2015-141 has delegated the authority to approve Temporary Road Closures to the Director of Public Works and/or Roads Superintendent, the Director is of the opinion that this particular road closure should be directly endorsed by Council. By bringing this initiative before Council it would provide an opportunity for discussion and promotion of the event along with the annual Santa Claus Parade.

The Village Noel organizing committee is seeking to have various road sections closed from 6:00 p.m. Wednesday, November 23, 2016 to noon on Sunday November 27, 2016 (see attached map).

The request is similar to that in 2015 and was circulated to internal departments with no comments and/or concerns being returned.

If there is an opportunity to open sections of roadway in a safe manner prior to noon on Sunday crews will do so.

Prepared by:

Reviewed and approved by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

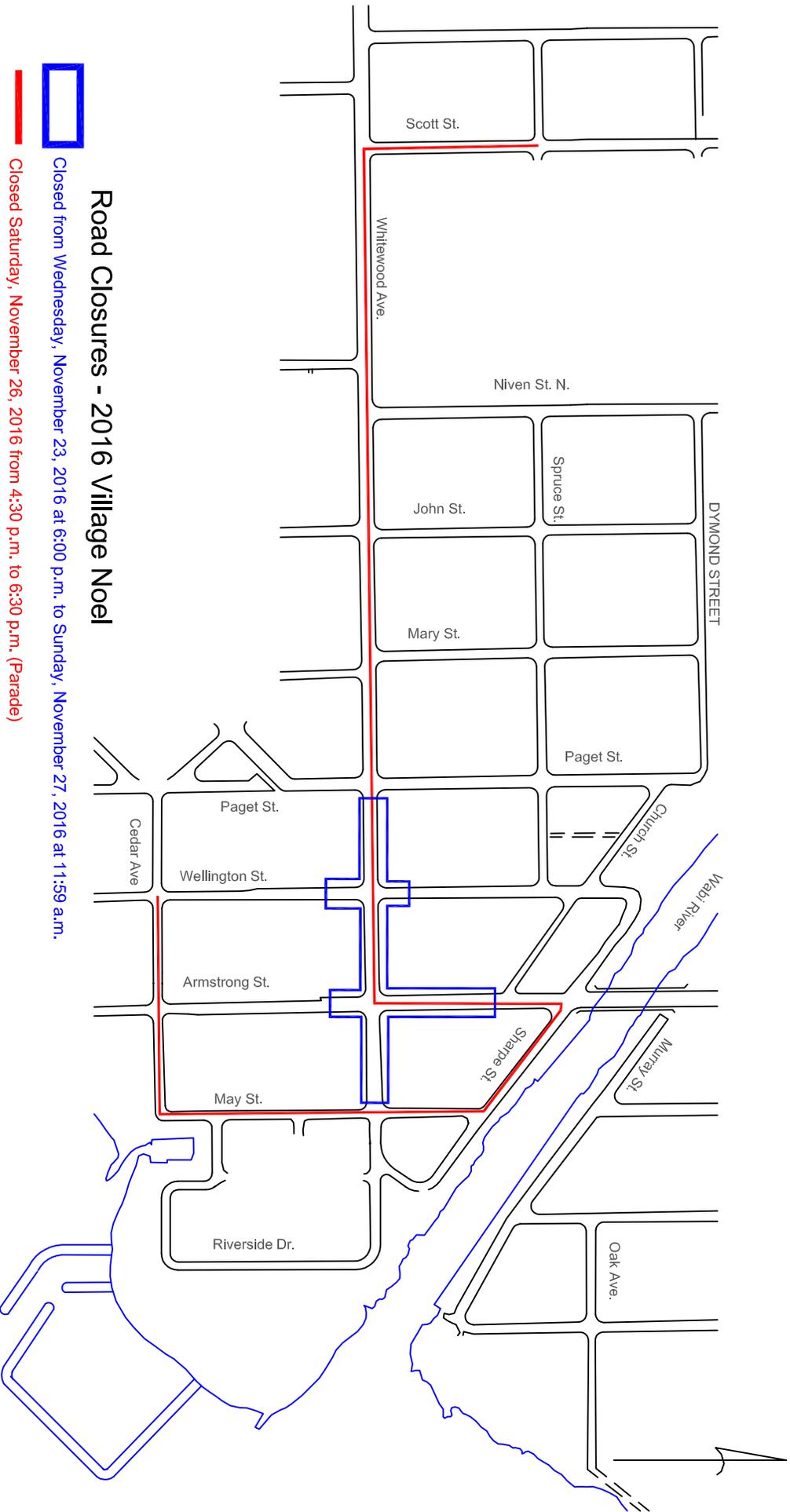
"Original signed by"

"Original signed by"

David B. Treen, CET
Municipal Clerk

Kelly Conlin
Director of Corporate Services (A)

Christopher W. Oslund
City Manager



Road Closures - 2016 Village Noel



Closed from Wednesday, November 23, 2016 at 6:00 p.m. to Sunday, November 27, 2016 at 11:59 a.m.



Closed Saturday, November 26, 2016 from 4:30 p.m. to 6:30 p.m. (Parade)

Memo

To: Mayor and Council
From: Douglas Walsh, Director – Public Works
Date: October 18, 2016
Subject: Clean Water and Wastewater Fund Application – 2016 Program
Attachments: Appendix 01 – Funding Eligibility Notification
Appendix 02 – Clean Water and Wastewater Fund Program Guidelines

Mayor and Council:

On September 14, 2016 the establishment of the Clean Water and Wastewater Fund was announced as part of the 2016 Federal Budget commitment. Through a bilateral agreement between the Federal and Provincial governments, the Ministry of Infrastructure will be responsible for the administration of the fund in Ontario.

Based on the amount of drinking water, wastewater and storm sewer assets and the economic condition of the community, each municipality will be allocated funding to accelerate short term investments to support the rehabilitation and modernization of the infrastructure. The funding will be such that the Federal government will provide up to 50%, the Provincial government up to 25% and the local level the balance of required funds for project eligible costs

The City of Temiskaming Shores has been advised that, the maximum Federal contribution will be \$344,282; the maximum Provincial allocation will be \$172,141 and the City will be responsible for the remaining funds for any project that exceeds \$688,564 in eligible costs.

In order to access the funding the City is required to identify a project and submit the application on or before October 31, 2016 with a commitment that the project will be completed by March 31, 2018.

At the October 6, 2016 Public Works Committee Meeting, the group reviewed the Asset Management Plan as well as various projects that were deemed to meet the funding criteria for the program.

Likewise, the project incrementality was also considered given the following criteria;

- i) The project would not otherwise have taken place in 2016-17 or 2017-18; and/or
- ii) The project would not have been undertaken without federal funding.
- iii) The proposed project is a priority or contained within the comprehensive Asset Management Plan.

With Council's approval, staff will finalize and submit an Application for Funding, complete

with all applicable documentation, to the Clean Water and Wastewater Fund for the “McCamus Avenue Water Treatment Plant Upgrades” which will include the replacement of Iron Removal Filters as well as building modifications and process upgrades to allow for the safe storage and handling of chlorine gas used in the treatment of potable water. The preliminary cost estimate for the project including design, project administration and construction is \$825,000 which would result in a total municipal contribution of \$309,000.

Currently, work is continuing to more accurately define the scope of work and provide a more detailed project cost estimate that would be used for application purposes.

Prepared by:

Reviewed and submitted for
Council’s consideration by:

“Original signed by”

“Original signed by”

G. Douglas Walsh
Director of Public Works

Christopher W. Oslund
City Manager

Doug Walsh

From: Dave Treen
Sent: September-15-16 8:42 AM
To: Steve Burnett; Doug Walsh
Subject: FW: Clean Water and Wastewater Fund (CWWF)

For your consideration.

Sincerely,

David B. Treen
Municipal Clerk
Corporation of the City of Temiskaming Shores
325 Farr Drive | PO Box 2050 | Haileybury, ON | P0J 1K0 T. (705) 672 - 3363 ext. 4136 F. (705) 672 - 2911

Visit our website: www.temiskamingshores.ca

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

From: CWWf [<mailto:CWWf@infrastructureontario.ca>]
Sent: September-14-16 4:30 PM
To: Dave Treen
Subject: Clean Water and Wastewater Fund (CWWF)

Dear Municipal Clerk:

The 2016 Federal Budget announced the establishment of a Clean Water and Wastewater Fund (CWWF) that proposes to invest up to \$569.6 million in the province of Ontario for immediate improvements to water distribution and treatment infrastructure, starting in 2016-17.

CWWF will provide municipalities with vital infrastructure funding to help accelerate short term investments to support the rehabilitation and modernization of drinking water, wastewater and stormwater infrastructure, and the planning and design of future facilities and upgrades to existing systems.

The provision of CWWF funding is governed by a bilateral agreement between Canada and Ontario, with the Ontario Ministry of Infrastructure being responsible for the administration of CWWF. The federal government will contribute

50% of the eligible project costs, up to the maximum federal allocation noted below. In addition, the Province will contribute 25% of eligible project costs, up to the maximum provincial allocation noted below.

Municipality allocations under the CWWF are based on the amount of water, wastewater and stormwater assets owned by municipalities and their economic conditions. Grants for First Nations are based on each community's population on reserve. All recipients receive a minimum of \$75,000.

Projects must be complete with all costs incurred prior to March 31, 2018. Where need is demonstrated, up to 25% of costs can extend beyond March 31, 2018. Extensions beyond March 31, 2018 require pre-approval by the Province and the Federal Government.

I am pleased to note that, City of Temiskaming Shores will be eligible to receive a maximum federal allocation of \$344,282 and a maximum provincial allocation of \$172,141.

In order to submit an application to receive CWWF funding and access the CWWF Program Guide, please visit: <http://www.grants.gov.on.ca/GrantsPortal/en/OntarioGrants/GrantOpportunities/PRDR015994.html>.

Please note that eligible recipients must complete in full and submit electronically a CWWF Project List Template to the email identified on the Grants Ontario web portal by October 31, 2016. For more information on how to complete each component, in addition to information regarding general program requirements and eligibility criteria please refer to the CWWF Program Guide.

If you have any questions regarding the Clean Water and Wastewater Fund (CWWF), please contact Infrastructure Ontario, at 1-844-803-8856.

Sincerely,

Elizabeth Doherty
Director, Intergovernmental Policy Branch Infrastructure Policy Division Ministry of Infrastructure

Disponible en français

Un bon goût de chez nous

- 1 -



Clean Water and Wastewater Fund

Program Guidelines

September 2016

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1. Introduction

The Clean Water and Wastewater Fund (CWWF) is a federal program designed to accelerate short-term community investments, while supporting the rehabilitation and modernization of drinking water, wastewater and stormwater infrastructure, and the planning and design of future facilities and upgrades to existing systems.

Through the CWWF, the federal government is providing \$569.5 million dollars in federal infrastructure funding to cost-share:

- Rehabilitation projects;
- New construction projects;
- Optimization initiatives; and
- Planning and design work.

The Province of Ontario is cost-matching recipient contributions up to a maximum of 25% of total eligible costs within the specified allocations.

Note: CWWF funding is not a competitive process. Eligible recipients may submit a Project List for a total funding request equal to each recipient's Maximum Allocation Amount as defined in the CWWF Letter of Allocation.

2. Objectives

CWWF funds the development and construction of community capital projects that address immediate drinking water, wastewater and stormwater needs that will also foster economic growth and support a cleaner and healthier environment for communities.

The objectives of the CWWF are to:

- Improve reliability of drinking water, wastewater and stormwater systems and meet federal or provincial regulations, standards or guidelines;
- Rehabilitate and modernize Ontario's aging infrastructure; and
- Accelerate short-term community infrastructure investments across Ontario.

3. Recipient Eligibility

The following communities and organizations are eligible to receive CWWF funding:

- Municipalities located in Ontario;
- Local Services Boards (LSBs) in Ontario; and
- Indigenous communities in Ontario as defined under the *Indian Act* (i.e. Indian Act Band Councils).

Note: Eligible municipal recipients and Local Services Boards must attest to owning the drinking water, wastewater or stormwater infrastructure asset presented in the Project List. Eligible

Indigenous communities must attest to having care and control over the drinking water, wastewater or stormwater infrastructure asset presented in the Project List.

4. Project Criteria and Requirements

Eligible project criteria are summarized in the following sub-sections to assist with the Project List submission process. Federal language on eligible project criteria is provided in Appendix A. In the event of any conflict, contradiction or inconsistency in interpretation, the federal language in Appendix A shall prevail over the summaries in the following sub-sections.

Note: It is the recipient's responsibility to ensure project submissions meet the federal eligibility requirements. If unclear about project eligibility, please contact the Contact Centre for further assistance.

4.1 Project Categories, Nature and Outcomes

Projects must align with one of two guiding principles:

- **Principle A:** Capital works are required in every project, and may include preceding engineering stages such as feasibility studies and detailed design work, provided that the capital works component is completed by March 31, 2018.
- **Principle B:** Stand-alone non-capital works projects (i.e., feasibility studies, detailed design or pilot projects) that support system optimization and/or improved asset management are permitted. In addition, design and planning for upgrades to wastewater treatment infrastructure to meet federal regulatory requirements are permitted.

The following table further expands on eligible project parameters. Eligible projects must align with one project category and thereafter one selection from each column in that specific row.

Category	Sub-category	Nature	Outcomes/Benefits
Wastewater	<ul style="list-style-type: none"> Treatment Collection & Conveyance 	<ul style="list-style-type: none"> Rehabilitation of asset 	<ul style="list-style-type: none"> Increased capacity or lifespan of the asset Enhanced service Improved environmental outcomes
		<ul style="list-style-type: none"> New construction of asset, including: <ul style="list-style-type: none"> expansion to accommodate existing infrastructure pressures or; new construction to accommodate future growth pressures 	<ul style="list-style-type: none"> Increased capacity or lifespan of the asset Enhanced service Improved environmental outcomes
		<ul style="list-style-type: none"> Optimization of asset 	<ul style="list-style-type: none"> Increased capacity or lifespan of the asset Enhanced service Improved environmental outcomes
		<ul style="list-style-type: none"> Planning and design work (i.e. feasibility study and/or detailed design) that support system optimization and/or improved asset management. Design and planning for upgrades to wastewater treatment infrastructure to meet federal regulatory requirements. 	<ul style="list-style-type: none"> Increased capacity or lifespan of the asset Enhanced service Improved environmental outcomes
Drinking water	Treatment & Storage	<ul style="list-style-type: none"> Rehabilitation of asset 	<ul style="list-style-type: none"> Increased capacity or lifespan of the asset Enhanced service Improved environmental outcomes
	Distribution	<ul style="list-style-type: none"> New construction of asset, including: <ul style="list-style-type: none"> expansion to accommodate existing infrastructure pressures or; new construction to accommodate future growth pressures Optimization of asset 	<ul style="list-style-type: none"> Increased capacity or lifespan of the asset Enhanced service Improved environmental outcomes

		<ul style="list-style-type: none"> • Planning and design work (i.e. feasibility study and/or detailed design) that support system optimization and/or improved asset management. 	<ul style="list-style-type: none"> • Increased capacity or lifespan of the asset • Enhanced service • Improved environmental outcomes
<p>Stormwater</p> <ul style="list-style-type: none"> • Treatment • Collection, Conveyance & Storage 	<ul style="list-style-type: none"> • Rehabilitation of asset • New construction of asset, including: <ul style="list-style-type: none"> ◦ expansion to accommodate existing infrastructure pressures or; ◦ new construction to accommodate future growth pressures • Optimization of asset 	<ul style="list-style-type: none"> • Increased capacity or lifespan of the asset • Enhanced service • Improved environmental outcomes 	<ul style="list-style-type: none"> • Increased capacity or lifespan of the asset • Enhanced service • Improved environmental outcomes
<p>Multi-category</p> <ul style="list-style-type: none"> • Drinking water • Wastewater • Stormwater 	<ul style="list-style-type: none"> • Treatment • Distribution • Collection • Conveyance 	<ul style="list-style-type: none"> • Planning and design work (i.e. feasibility study and/or detailed design) that support system optimization and/or improved asset management. • Rehabilitation of asset • New construction of asset, including: <ul style="list-style-type: none"> ◦ expansion to accommodate existing infrastructure pressures or; ◦ new construction to accommodate future growth pressures • Optimization of asset 	<ul style="list-style-type: none"> • Increased capacity or lifespan of the asset • Enhanced service • Improved environmental outcomes

		<ul style="list-style-type: none"> • Planning and design work (i.e. feasibility study and/or detailed design) that support system optimization and/or improved asset management. 	<ul style="list-style-type: none"> • Increased capacity or lifespan of the asset • Enhanced service • Improved environmental outcomes
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Note: Multi-category projects must demonstrate that each component of the project is inter-related and meets eligibility requirements. Recipients will be required to select a primary project nature. The primary project nature should reflect the highest priority for improvement.

Note: Regular operation and maintenance projects are not eligible.

4.2 Project Stages

A project may consist of one stand-alone project stage or a sequence of project stages:

- Feasibility study completion;
- Detailed design completion;
- Pilot project implementation; or
- Capital construction/ Capital maintenance.

4.3 Project Conditions

Projects must meet the following condition to be considered eligible:

(1) Incrementality:

- the project would not otherwise have taken place in 2016/17 or 2017/18; and/or
- the project would not have been undertaken without federal funding.

This would include projects included in Ontario's 2016 Budget or 2016 municipal budgets where projects require additional funding to proceed and/or accelerate.

Examples:

- Not otherwise undertaken in 2016/17 or 2017/18: *A combined sewer separation project is budgeted for construction in 2018/19. The availability of funding now permits the project to begin immediately in 2016/17.*
- Not undertaken without federal funding: *A feasibility study for upgrading the existing wastewater treatment plant to meet federal wastewater regulations is a local priority. However, due to competing priorities, the study has not been identified for completion. The availability of funding now permits the study to be undertaken in 2016/17 or 2017/18.*

Note: Recipients must provide an attestation on incrementality. An example of an attestation template is provided in Appendix B.

(2) Completion Date:

- Projects must be complete with all costs incurred prior to **March 31, 2018**. Where need is demonstrated, up to 25% of costs can extend beyond March 31, 2018. Extensions beyond March 31, 2018 require pre-approval by the Province and the Federal Government.

Note: Infrastructure projects located partially or entirely on reserve, or on any Crown lands or lands set aside by the Crown that are designated to become reserve lands, may be considered for funding under the CWWF provided that the applicant demonstrates the project is aligned with objectives of the fund and identifies benefits that extend beyond the on-reserve community (e.g. local or Province-wide environmental, health and/or social benefits).

4.4 Joint Projects

Joint projects between eligible recipients are permitted. Joint projects are projects where **each recipient contributes financially** to the project. Each co-recipient must submit a council resolution (e.g., Municipal Council Resolution, Band Council Resolution) to be formally recognized as a co-recipient and the joint

project must be clearly identified on **each eligible recipient's Project List** within the Project Description column.

If a joint project is proposed, the funding request - as a proportion of recipient financial contribution - counts toward each recipient's Maximum Allocation Amount (see section 5.1).

5. Project Submission Process

5.1 Allocation Notification

All eligible municipalities, LSBs and Indigenous communities will receive a letter that will indicate the Maximum Allocation Amount available through CWWF Recipients who have not received their letter by **September 14, 2016** should contact the call centre at 1-844-803-8856 .

Note: The allocation letter provides the maximum funding request value; it does not guarantee funding.

5.2 Project List Form

Recipients must download the Project List template – in MS Excel format – from the program website. All projects submitted for funding consideration must be inputted on the Project List.

Note: A Project List can have multiple project entries. However, only one Project List form is accepted per recipient.

Each project identified on the Project List must clearly demonstrate the following project information:

- Project Location
- Project Category
- Project Nature
- Project Eligible Investment Category
- Project Description, including supporting rationale (**SEE NOTES**)
- Project Costs
- Project Cost-Share Breakdown
- Project Schedule

Step-wise guidelines for populating the Project List is provided in Appendix C.

5.3 Number of Project Submissions

There is no maximum number of projects that may be submitted. Recipients may submit projects up to **a total funding request equal to the recipient's Maximum Allocation Amount** as defined in the CWWF Letter of Allocation. If the total project cost exceeds the maximum per cent cost-share, a recipient is still permitted to submit the project(s) but on a net reduced cost-share basis.

Example: A recipient has a combined Federal and Provincial CWWF funding allocation of \$150,000 and consequent recipient contribution requirement of \$50,000. The resulting CWWF total eligible project cost

identified in the allocation notice is \$200,000. If the recipient's actual total eligible project cost is \$300,000, the recipient may still nominate this project(s) but with the understanding that the recipient will now contribute \$150,000 (i.e. original \$50,000 + allocation exceedance of \$100,000).

5.4 Submission and Funding Approval Steps

Step 1: Recipients are required to complete one CWWF Project List form. All nominated projects must be identified on the Project List to be considered for funding. Recipients should only nominate projects that they intend to financially support and implement. Recipients should not nominate project alternates.

Step 2: Recipients proposing a Joint Project submission must provide supporting documentation, including:

- A council resolution clearly stating the project name, recipient contribution to the project, and requested funding amount in support of a Joint Project submission:
 - Municipalities: Municipal Council Resolution;
 - LSB: Board Resolution;
 - Indigenous communities: Band Council Resolution.

Step 3: In order to be eligible, if not done so already, municipalities must submit the following to the Ministry of Municipal Affairs by December 16, 2016:

- outstanding 2015 Financial Information Returns (FIRs) without critical errors

Step 4: The Project List must be printed and the attestation area signed by a signing authority.

Step 5: The **digital Project List (MS Excel format)**, the **signed Project List (scanned PDF)** and all other supporting documents must be submitted to Infrastructure Ontario via email by the submission deadline. Submissions must attach all relevant documents to the email. Failure to meet the submission requirements will result in an incomplete submission and the submission may be considered ineligible.

If a recipient is unable to submit this form via email or have any additional questions, please contact: 1-844-803-8856 or send an email to CWWF@infrastructureontario.ca.

Step 5: Once the completed Project List has been submitted, an automated acknowledgement of receipt will be sent to the recipient.

A follow up email with your file number will be issued within 10 business days. **If you do not receive this email within 10 business days**, please contact: 1-844-803-8856 or send an email to CWWF@infrastructureontario.ca.

Step 6: Following submission, government staff may contact a recipient to further discuss the Project List and/or request more information.

Step 7: Recipients will be notified of both successful and unsuccessful projects. Government staff will be available to provide feedback for unsuccessful projects, if requested. Final funding decisions for CWWF are planned for early January 2017.

Step 8: Municipalities, Indigenous communities and LSBs will be required to obtain a municipal by-law, board resolution or band council resolution to execute the project level contribution agreement with the Province. Joint Projects will have to provide a copy of their partnership agreement.

Note: Execution of the contribution agreement is contingent on:

- Written confirmation of project financing: Recipients must demonstrate project financing has been secured from all identified sources.
- Confirmation of value-for-money process: Projects must undertake a competitive pricing or tendering process to demonstrate value-for-money. To confirm this requirement has been met, recipients may be requested to provide:
 - Copies of proposals or bids from three (3) bidders;
 - Statement indicating selected bidder; and
 - Written explanation if the lowest bid is not chosen.

5.5 Timelines

- Project Lists and all supporting documentation are due by **5 PM on October 31, 2016**.
- Successful/unsuccessful projects will be identified in early **January 2017** (estimated).
- For successful projects, recipients must sign a single overarching contribution agreement and return it shortly thereafter.
- Projects must be complete by **March 31, 2018**.

6. Evaluation Process

6.1 Recipient Eligibility and Project List Completeness

Recipients must meet program eligibility requirements. Municipalities and LSBs must attest to owning the infrastructure assets presented in the Project List. Indigenous communities must attest to having care and control over the infrastructure asset. Each Project List columns must be populated correctly for a submission to be considered complete.

Where required, a recipient may be requested to more fully demonstrate an ability to finance its cost-share component.

6.2 Project Scope Review

Projects must meet federal project eligibility requirements, must be technically viable and must be achievable in the project timeline noted in the Project List. Third-party (i.e. engineers/architects) may be consulted to verify feasibility proposed timelines.

6.3 Alignment with Provincial Priorities

Projects must be aligned and support the expected and required provincial priorities and outcomes, as set out in provincial land use policy, provincial land use plans, and municipal official plans.

6.3.1 Land Use Planning

The Provincial land-use planning framework promotes a coordinated and integrated approach when planning for land use and infrastructure. This is achieved through policy direction in the Provincial Policy Statement (PPS) and applicable provincial land use plans such as the Growth Plan for the Greater Golden Horseshoe.

An integrated approach to land use and infrastructure planning allows for the identification of cost savings, or other benefits such as improved environmental protection, by ensuring that development choices make the best use of existing infrastructure before consuming more land or resources.

When combined, the PPS and provincial plans require municipalities to consider, among other things:

- the implications of growth on infrastructure needs;
- the full lifecycle costs of infrastructure, which may include asset management planning; and
- integration of environmental protection with infrastructure planning through the use of watershed or subwatershed plans.

6.3.2 Asset Management Planning

For municipalities only, project submissions must be consistent with existing municipal asset management plans. The municipality must attest that the project is a priority or contained within its asset management plan. The asset management plan must be a publicly posted document, showing the project as an element of the plan.

6.3.3 Phosphorus Reduction in Lake Erie Drainage Basin

The Province encourages recipients located in the Lake Erie Drainage Basin to consider projects that support phosphorus reduction through improved stormwater management and wastewater treatment.

7. Financial Matters and Reporting Requirements

7.1 Funding Allocation Determination

Similar to the Ontario Community Infrastructure Fund (OCIF), each municipality's allocation under the CWWF is linked to the amount of eligible infrastructure owned by municipalities and their economic conditions. However, unlike the OCIF, eligible infrastructure under the CWWF is limited to water, wastewater and stormwater assets. All municipalities and Local Services Boards receive a minimum of \$75,000.

At this time, the Province does not have data on the value of First Nations' infrastructure. Unlike municipal CWWF grants, where each community's allocation is linked to the amount of water, wastewater and stormwater assets they own and their economic conditions, grants for First Nations are based on each community's population on reserve. An estimate of the value of water, wastewater and

stormwater infrastructure owned by First Nations was used to inform the total CWWF allocation for First Nations. The estimate is based on the value of water, wastewater and stormwater infrastructure owned by similar-sized single tier municipalities in Ontario.

7.2 Maximum Funding Cap

Eligible municipalities, LSBs and Indigenous communities may request up to **75% of a project's total eligible cost**, to a Maximum Allocation Amount noted within their CWWF Letter of Allocation. The funding allocation will include both the federal and provincial cost-sharing component.

Note: Total eligible project costs are not limited by the Maximum Allocation Amount. Only the funding request is limited by the Maximum Allocation Amount. Any eligible project costs exceeding the funding limit must be paid by the recipient. Recipients must pay for all ineligible project costs as well as any potential future cost overruns experienced on a project.

Note: Recipients are asked to request only the amount of funding needed to move forward with the project.

7.3 Stacking

- Joint-recipient funds:
 - Joint recipients are permitted to combine their total – or portion of – Maximum Allocation Amount.
- Provincial funds:
 - Recipients of OCIF-formula funding are permitted to use their 2016/17 and 2017/18 allocations as part of their recipient share;
 - Total provincial funds from all sources, including OCIF-formula and CWWF, cannot exceed 50% of total eligible project cost per project;
 - Recipients are not permitted to use capital funding from any other provincial program as part of their recipient share.
- Federal funds:
 - Total federal funds from all sources, including CWWF and the federal Gas Tax Fund, cannot exceed 50% of total eligible project cost per project.
 - **Note: With regard to financial support that Indigenous communities receive from Indigenous and Northern Affairs Canada (INAC), only funding received from the First Nations Infrastructure Fund or the First Nations Water and Wastewater Program would be counted towards the federal stacking limits for the CWWF.**

7.4 Eligible Costs

Eligible project costs are third-party costs such as:

- Environmental assessment costs (if any)
- Engineering costs, including tendering and contract administration
 - Feasibility studies, detailed design or pilot projects that support system optimization and/or asset management are permitted.

- Design and planning for upgrades to wastewater treatment infrastructure to meet federal regulatory requirements are permitted.
- Project management costs
- Materials
- Construction
- Contingency costs (maximum 15% - calculation excludes professional fees)

7.5 Ineligible Costs

Ineligible projects costs include:

- Costs incurred prior to April 1, 2016
- Costs incurred after March 31, 2018. Where need is demonstrated, up to 25% of costs can extend beyond March 31, 2018. Extensions beyond March 31, 2018 require pre-approval by the Province and the Federal Government.
- Land acquisition
- Leasing land, buildings and other facilities
- Leasing equipment other than equipment directly related to the construction of the project
- Real estate fees and related costs
- Financing charges
- Legal fees
- Loan interest payments (including those related to easements (e.g. surveys))
- Any goods and services costs which are received through donations or in kind
- Provincial sales tax and Goods and Services tax/HST, for which the ultimate recipient is eligible for a rebate, and any other costs eligible for rebates
- Costs associated with operating expenses and regularly scheduled maintenance work.
- Movable/transitory assets (i.e., portable generators, etc.)
- Costs of completing the submission
- Taxes regardless of rebate eligibility

A more detailed list of eligible and ineligible expenditure categories will be provided in individual project level contribution agreements.

7.6 Payments

Funding is claims based and will be reimbursed quarterly upon review and approval of eligible costs. Reimbursement calculation is completed on a cost-sharing percentage basis (i.e. reimbursement is a maximum of 75% of eligible costs identified in submitted claims). The claims format will be outlined in individual contribution agreements.

All costs must be incurred by March 31, 2018. Where need is demonstrated, up to 25% of costs can extend beyond March 31, 2018. Extensions beyond March 31, 2018 require pre-approval by the Province and the Federal Government.

7.7 Reporting Requirements

Specific reporting requirements will be outlined in individual contribution agreements.

8. Consultations with Indigenous Groups

The Government of Canada, the Government of Ontario and municipalities may have a duty to consult and, where appropriate, accommodate Indigenous groups (e.g., First Nation and Métis peoples) where an activity is contemplated that may adversely impact an Aboriginal or treaty right.

Before deciding whether a project should receive funding, the Government of Ontario will assess whether its duty to consult obligations are engaged. The day-to-day, procedural aspects of consultation may be delegated to project proponents (e.g., municipalities) who may also have their own obligations. Ontario's delegation to proponents of aspects of consultation is a routine practice and the procedural aspects of consultation will be delegated to project proponents on this initiative. Therefore, it is important that all recipients recognize this process and appropriately plan for this work (e.g., resources, time, etc.) as part of their funding submission.

Consultation requirements will vary dependant on the size and location of the project in question. For successful projects, further details surrounding specific consultation requirements, including which communities require consultation, will be provided by provincial officials. Recipients should ensure duty-to-consult requirements are met prior to commencing the construction process.

9. Contact Information

Electronic mail: CWWF@infrastructureontario.ca

Telephone: 1-844-803-8856

Regular mail:

Clean Water and Wastewater Fund

Infrastructure Ontario

1 Dundas Street West, Suite 2000

Toronto ON M5G 2L5

Appendix A – Federal Program Parameters

Sourced from <http://www.infrastructure.gc.ca/plan/cwwf/cwwf-program-programme-eng.html>

Purpose

The Clean Water and Wastewater Fund (CWWF) will provide short-term funding of \$2 billion. The program targets projects that will contribute to the rehabilitation of both water treatment and distribution infrastructure and existing wastewater and storm water treatment systems; collection and conveyance infrastructure; and initiatives that improve asset management, system optimization, and planning for future upgrades to water and wastewater systems.

Program Overview

Project Identification and Approval

Provinces and territories will be responsible for identifying projects, in collaboration with municipalities, to be funded through the CWWF.

Provinces and territories will be required to submit a project list to Infrastructure Canada (INFC) for approval.

All proposed projects must provide basic information, including the name of the municipality, title and description of the public infrastructure project, eligible investment category, financial information, planned start and end dates as well as identification of outcome the project will support. Please refer to Annex A - for a full list of eligible investment categories and related subcategories.

Eligible Recipient(s)

Eligible recipients include: provinces and territories; municipalities and other entities that provide water or wastewater services as designated by the provinces and territories or municipalities. Please refer to Annex B for complete list of eligible recipients.

Cost-Sharing, Stacking and Limits to Federal Participation

CWWF total federal funding from all sources can be up to 50% in provinces and up to 75% in territories of total eligible costs per project (see Annex C for details of eligible and ineligible costs). Funding recipients will continue to be bound by the stacking rules of other federal programs.

With regard to financial support that the First Nation receives from Indigenous and Northern Affairs Canada (INAC), only funding received from the First Nations Infrastructure Fund or the First Nations Water and Wastewater Program would be counted towards the federal stacking limits for the CWWF.

Annex A – Overview of Eligible CWWF Investments

Eligible investment areas are targeted at meeting immediate clean water and waste water projects that will also foster economic growth and support a cleaner and healthier environment for communities. Eligible investments include:

- Capital projects for the rehabilitation of water treatment and distribution systems, and wastewater and storm water collection, conveyance and treatment systems;
- Separation of existing combined sewers and/or combined sewer overflow control;
- Initiatives that support system optimization and improved asset management including studies and pilot projects related to innovative and transformative technologies;
- Design and planning for upgrades to wastewater treatment infrastructure to meet federal regulatory requirements; and
- New construction projects, including the construction of naturalized systems for management and treatment of wastewater and storm water, if the projects will be completed within the program timeframe, subject to any additional flexibility that may be provided by the Minister on a case by case basis. Any unspent allocations would remain with the federal government.

Annex B – Eligible Recipients

The CWWF will be largely managed through funding agreements between Canada and each province and territory, which will be responsible for the administration of the programs and may further distribute funds to the eligible recipients for eligible projects. At the request of provinces or territories and at Canada's discretion, or, in order to ensure flexibility to allow the full amount of funding to flow into the economy quickly, Canada may enter into agreements with the following eligible recipients:

- Organizations designated by a province or territory and agreed to by Canada,
- Municipal or regional governments established by or under a provincial or territorial statute, and
- Other entities providing water or wastewater services to communities, as designated by the provinces and territories.

Infrastructure projects in the provinces located partially or entirely on reserve, or on any Crown lands or lands set aside by the Crown that are designated to become reserve lands, may be considered for funding under the CWWF provided that the proponent demonstrates the project is aligned with objectives of the fund and has benefits that extend beyond the on-reserve community. Budget 2016 identified a separate allocation of green infrastructure funds for First Nations infrastructure on reserve, which will be administered by INAC through the First Nations Infrastructure Fund and the First Nations Water and Wastewater Program.

Annex C – Eligible and Ineligible Costs

Eligible Costs

For the CWWF, infrastructure is defined as publicly or privately owned tangible capital assets in Canada primarily for public use or benefit, as well as planning or feasibility studies to address infrastructure issues or due diligence.

Eligible costs are costs considered by INFC to be direct and necessary for the successful implementation of an eligible project, excluding those explicitly identified in as Ineligible Costs. Costs of Aboriginal consultation, and where appropriate, accommodation will be considered eligible.

Eligible costs can be incurred starting April 1, 2016, but can only be reimbursed by INFC subject to the signing of a funding agreement between INFC and the recipient and meeting the conditions outlined in Section 13 - Basis of Payments.

Where federal-provincial/territorial funding agreements are signed, provinces and territories may apply up to 1% of their funding allocation of each program towards program administration costs.

Ineligible Costs

Ineligible costs for the CWWF include the following:

- Costs incurred prior to April 1, 2016;
- Costs incurred after March 31, 2018. The Minister of Infrastructure and Communities may provide some flexibility regarding the deadline for incurring eligible costs should there be a demonstrated need;
- Costs incurred for cancelled projects;
- Land acquisition; leasing land, buildings and other facilities; leasing equipment other than equipment directly related to the construction of the project; real estate fees and related costs;
- Financing charges, legal fees, and loan interest payments (including those related to easements (e.g. surveys);
- Any goods and services costs which are received through donations or in kind;
- Provincial sales tax and Goods and Services tax/HST, for which the ultimate recipient is eligible for a rebate, and any other costs eligible for rebates; and
- Costs associated with operating expenses and regularly scheduled maintenance work.

Appendix B – Attestation Template

Recipients are required to submit a Project List attestation completed by a signing authority (e.g. Chief Financial Officer or senior official) of the recipient municipality, Indigenous community or LSB.

I, _____ (Name), [INSERT TITLE] with [INSERT MUNICIPALITY/LSB/
INDIGENOUS COMMUNITY], attest that:

1. Federal funding will support only Eligible Expenditures and that the Projects on the Project List meet the provisions as specified in the Bilateral Agreement.

2. Project Incrementality has been met when one of the following conditions has been met:

- i) The project would not otherwise have taken place in 2016-17 or 2017-18; and/or
- ii) The project would not have been undertaken without federal funding.

This would include projects included in Ontario's 2016 Budget or 2016 municipal budgets where projects require additional funding to proceed and/or accelerate.

3. My community owns the drinking water, wastewater or stormwater infrastructure asset presented in the Project List (**municipalities and Local Services Boards only**); or

My community has care and control over the drinking water, wastewater or stormwater infrastructure asset presented in the Project List (**Indigenous communities only**).

4. The proposed project is a priority or contained within my comprehensive asset management plan (**municipalities only**). My asset management plan can be found online here:

_____ (link to plan)

Please describe how the project(s) will be consistent with or is part of your municipal asset management plan: _____

Dated, this _____ day of _____ 20____

Signature

[INSERT NAME]

Appendix C – Guidelines for Completing the Project List Template

Note: INFC reserves the right to ask for additional project information as needed. All information provided in the Project List may be made publicly available.

PROJECT INFORMATION

UNIQUE PROJECT ID

A unique alphanumeric value assigned by the Province that links all of the project's respective information together.

In cases where a project spans multiple calendar years, the same unique Project ID must be maintained. The recipient may assign an ID that corresponds to their existing project tracking system or begin by assigning their first CWWF project with a project ID such as 0001.

ULTIMATE RECIPIENT

The municipality, local services board or Indigenous community providing water, wastewater or stormwater services that will be the direct beneficiary of the project being funded.

The following syntax is to be used:

- North Bay, City of
- Ramara, Township of
- North Caribou, First Nation
- Armstrong, Local Services Board

When the ultimate recipient is a municipality and a municipal amalgamation or separation has occurred, the exact name that is currently registered with the Province is to be used.

PROJECT LOCATION

For the location where the planned project would take place, the following syntax is to be used:

- North Bay, City of
- Ramara, Township of
- North Caribou, First Nation
- Armstrong, Local Services Board

When and if a municipal amalgamation or separation has occurred, the exact name that is currently registered with the Province or Territory is to be used.

ACTUAL PROJECT SITE (CIVIC ADDRESS OR GEO COORDINATES)

This is the civic address of the site where construction activity will take place (e.g. 180 Kent Street, Ottawa ON, K1P 0B6). For projects that are built over a large geographical area, an address that represents the approximate center of the project, or the location with the most construction activity is to be used.

For all cases, please include geo coordinates. A common latitude and longitude (in degrees minutes seconds) format should be used. For example:

- 45°25'04.9"N 75°42'05.5"W

PROJECT TITLE

A concise but meaningful description of the asset and the work to be completed. For example:

Acceptable	Not Acceptable
Upgrade to the main water line to the Waste Water facility (Plant 5)	Pipe at Plant 5
Restoration of multiple stormdrain outfalls	Stormdrain outfall
Replace existing Central drinking water booster station (e.g. housing and mechanical components) and addition of SouthWest booster station to meet growth demand	Booster station improvement

PROJECT DESCRIPTION

A brief outline of the main objectives of the project, the scope of the project, and the approximate output the ultimate recipient or its constituents would achieve upon completing the project.

Project descriptions should include approximate quantitative values where possible and appropriate. For example:

The upgrade to the main wastewater line will see the removal of the existing deteriorating pipe. A new 50 centimetre diameter PVC pipe running the length of approximately 500 metres will be installed. The line directly services 15 households and is the ultimate collection line for 30 households.

PROJECT FUNDING CATEGORY

The eligible project funding categories are: Water, Wastewater, or Stormwater infrastructure.

In the case where a project falls under more than one category, the predominant one should be selected.

ELIGIBLE INVESTMENTS CATEGORY

- Capital projects for the rehabilitation of water treatment and distribution systems, and wastewater and storm water collection, conveyance and treatment systems;
- Separation of existing combined sewers and/or combined sewer overflow control;

- iii. Initiatives that support system optimization and improved asset management including studies and pilot projects related to innovative and transformative technologies;
- iv. Design and planning for upgrades to wastewater treatment infrastructure to meet federal regulatory requirements; and
- v. New construction projects, including the construction of naturalized systems for management and treatment of wastewater and storm water, if the projects will be completed within the program timeframe.

PROJECT NATURE

The project nature categories are: New (capital project), Rehabilitation, Expansion or Study/Planning/Asset Management.

FORECASTED START DATE (YYYY/MM/DD)

This is the calendar date when construction on the project is expected to begin (i.e. shovels in the ground).

In the case of a study, a plan or an asset management activity, indicate the calendar date when the work is expected to begin.

FORECASTED END DATE (YYYY/MM/DD)

This is the calendar date when the asset is expected to be operational for its intended use; or when the plan, study or asset management activity is completed.

FEDERAL LAND

PROJECT LOCATED ON FEDERAL LAND (Y/N)

A 'yes' or 'no' indicating whether the project is located on federal lands as defined in section 2(1) of the *Canadian Environmental Assessment Act (CEAA), 2012*:

"lands that belong to Her Majesty in right of Canada, or that Canada has the power to dispose of, and all waters on and airspace above those lands, other than lands under the administration and control of the Commissioner of Yukon, the Northwest Territories or Nunavut; the internal waters of Canada, in any area of the sea not within a province, the territorial sea of Canada in any area of the sea not within a province, the exclusive economic zone of Canada, and the continental shelf of Canada; and reserves, surrendered lands and any other lands that are set apart for the use and benefit of a band and that are subject to the Indian Act, and all waters on and airspace above those reserves or lands."

Note that projects on federal lands may require the appropriate federal authority to complete an assessment pursuant to Sec. 67 of *CEAA, 2012*. This should be discussed with the appropriate federal authority (e.g. land owner).

As INFC will not be a federal authority for CWWF projects, INFC has no direct obligations pursuant to Sec. 67 of *CEAA, 2012*; however, INFC will need to ensure *CEAA, 2012* requirements are met prior to paying any claims related to construction on federal lands.

Work on federal lands cannot proceed until the federal authority has met its obligations pursuant to Sec. 67 of *CEAA, 2012*, and INFC has provided a written confirmation that it is satisfied.

For more information, please refer to the Canadian Environmental Assessment Agency Operational Policy Statement for Projects on Federal Lands and Outside Canada under the *CEAA, 2012*.

www.ceaa-acee.gc.ca/default.asp?lang=En&n=22CA364E-1

FINANCIAL INFORMATION

TOTAL PROJECT COST

The sum of all costs (eligible and ineligible) associated with the project.

TOTAL ELIGIBLE COST

The sum of all eligible costs associated with the project as per the Eligible Expenditures and Ineligible Costs. The total eligible cost determines the CWWF cost-sharing contribution.

PROGRAM CONTRIBUTION (ELIGIBLE EXPENDITURES)

This is the planned amount of funding to be approved for the project under the CWWF by INFC. Note that the sum of all contribution fields must equal the total eligible costs field.

OTHER FEDERAL CONTRIBUTIONS (ELIGIBLE EXPENDITURES)

This is the planned amount of funding being provided from federal programs other than the CWWF towards the total eligible costs of the project.

Note that the total contribution from all federal sources including the federal Gas Tax Fund must not exceed the limit of 50% federal funding share, and that the sum of all contribution fields must equal the total eligible costs field.

PROVINCIAL CONTRIBUTION (ELIGIBLE EXPENDITURES)

This is the planned amount of funding being provided by the Provincial government towards the total eligible costs of the project.

Note that the sum of all contribution fields must equal the total eligible costs field.

RECIPIENT (i.e. MUNICIPAL, LSB or INDIGENOUS COMMUNITY) CONTRIBUTION (ELIGIBLE EXPENDITURES)

This is the planned amount of funding being provided by the recipient (i.e. municipality, LSB or Indigenous community) towards the total eligible costs of the project.

Note that the sum of all contribution fields must equal the total eligible costs field.

OTHER CONTRIBUTION (ELIGIBLE EXPENDITURES)

This is the planned amount of funding being provided by any non-government sources such as private sector or not-for-profit organizations towards the total eligible costs of the project.

Note that the sum of all contribution fields must equal the total eligible costs field.

PROJECT OBJECTIVES

Identify which of the three following objectives the project supports:

- Increased capacity or lifespan of the asset
- Enhanced service
- Improved environmental outcomes

Select one or more of the proposed objectives that apply to the project.

INCREMENTALITY

EVIDENCE OF INCREMENTALITY (Y/N)

Indicate whether or not the recipient (i.e. municipality, LSB or First Nation) has evidence of incrementality.

Note: The following documentation will be deemed valid as evidence of incrementality and must be maintained as a record by the recipient and made available in event of an INFC request:

- New council motion for funding new projects;
- Documentation that shows that projects were not identified or were not funded in capital plans;
or
- Documentation that shows that projects were brought forward in capital plans from future years.

RISK ASSESSMENT

RISK FACTORS

Include significant factors that could result in a delay or cancellation of the project. These factors could include: approvals (regulatory and permits), financial and technical resources, consultations required, etc.

Please note that the information provided in this section is intended for monitoring purposes and will not be used to assess project eligibility.



Memo

To: Mayor and Council
From: Mitch Lafreniere, Manager Physical Assets
Date: October 18, 2016
Subject: Contract Change Order – Automated Announcement System - Transit
Attachments: **Appendix 01** – Consat Telematics - Contract Change Order

Mayor and Council:

On May 3, 2016 Council approved entering into an agreement with Consat Telematics, through By-law No. 2016-079, for the installation of an Automated Announcement System on our transit buses.

Through Administrative report PW-023-2016, the total amount of the project was to be \$85,104 plus HST. The actual amount of the project will be \$87,468 plus HST. When the original report and recommendation was approved, there was an oversight and the wrong pricing sheet was used.

This change in price will increase the project by \$ 2,364 plus HST.

Prepared by:

Reviewed and submitted for
Council's consideration by:

“Original signed by”

“Original signed by”

Mitch Lafreniere
Manager of Physical Assets

Christopher W. Oslund
City Manager

Memo

To: Mayor and Council
From: Douglas Walsh, Director – Public Works
Date: October 18, 2016
Subject: Building Canada Fund – Small Communities Fund funding Agreement –
Temiskaming Shores Infrastructure Upgrades, Phase 1
Attachments: Appendix 01 – Funding Allocation Notice
Appendix 02 – Funding Agreement

Mayor and Council:

Further to the correspondence, attached as Appendix 01, being the notification of funding through the Building Canada – Small Communities Fund application process and submitted on February 4, 2016, the City has received the Funding Agreement as outlined in Attachment 02.

As per the intent of the application, both the federal and provincial governments have committed funding for the project in the amount of \$2.1M each with the City to match each of the senior levels of governments' contribution.

It is recommended that Council directs staff to prepare the necessary by-law to enter into an agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Agriculture, Food and Rural Affairs under the New Building Canada – Small Communities Fund for consideration at the October 18, 2016 Regular Council meeting.

Prepared by:

Reviewed and submitted for
Council's consideration by:

“Original signed by”

“Original signed by”

G. Douglas Walsh
Director of Public Works

Christopher W. Oslund
City Manager

4th Floor
1 Stone Road West
Guelph, Ontario N1G 4Y2
Tel: 1-877-424-1300
Fax: 519 826-3398

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1 Stone Road West
Guelph (Ontario) N1G 4Y2
Tél. : 1-877-424-1300
Télec. : 519 826-3398

Rural Programs Branch

August 5, 2016

File Number: SCF-0523

Doug Walsh, Director of Public Works
City of Temiskaming Shores
325 Farr Dr, Box 2050
Haileybury, Ontario
P0J 1K0
dwalsh@temiskamingshores.ca

Dear Doug Walsh,

Re: Canada-Ontario Small Communities Fund (SCF)

Thank you for your application under the Small Communities Fund.

I am pleased to inform you that your project for the File #SCF-0523 - Temiskaming Shores Infrastructure Upgrades, Phase 1 has been approved for funding under the Small Communities Fund.

As you know, Ontario is making the largest infrastructure investment in history of about \$160 billion over 12 years, starting from 2014-15. This investment will create jobs and help the province grow and prosper. A key component is *Moving Ontario Forward*, which is \$31.5 billion available for public transit, transportation and other priority infrastructure projects. The Small Communities Fund is part of this plan. Ontario was one of the first provinces to launch the Fund to help address local priorities, support job creation and economic growth, thus sustaining a high quality of life in small communities across Ontario for years to come.

Your project was nominated by the province to the federal government and has since been approved for funding under the Small Communities Fund. Provided that the City of Temiskaming Shores enters into a Contribution Agreement (CA), and subject to the terms and conditions of the CA, the federal and provincial governments will each provide 33% toward the total net eligible costs of the project up to a maximum of \$4,200,000 described as follows:

Project Title	Total Net Eligible Cost	Provincial % Approved	Maximum Provincial Contribution	Federal % Approved	Maximum Federal Contribution
File #SCF-0523 - Temiskaming Shores Infrastructure Upgrades, Phase 1	\$6,387,000	33%	\$2,100,000	33%	\$2,100,000



Project costs are allowable as of July 22, 2016 and can occur until the project completion date that will be outlined in your agreement. Unfortunately costs incurred prior to the approval date noted above are not eligible for reimbursement. The CA will follow shortly and will outline all of the terms and conditions of the funding, including requirements regarding liability insurance.

Aboriginal consultations may be required on the project and must be done prior to the start of construction. Information on any requirements on your specific project will be provided to you shortly.

Please note that to the extent possible, this information should be kept confidential until a public announcement has been made indicating funding for this project. In order to facilitate project announcements, please identify a communications contact as soon as possible by emailing SCF@ontario.ca.

Should you have any questions, please do not hesitate to call the contact centre at 1-877-424-1300 or email SCF@ontario.ca.

Congratulations on your successful application, and we look forward to working with you as you implement this project.

Sincerely,

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

Joel Locklin
Manager, Infrastructure Renewal Programs

NEW BUILDING CANADA FUND – SMALL COMMUNITIES FUND AGREEMENT

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
as represented by the Minister of Agriculture, Food and Rural Affairs

(the “**Province**”)

– and –

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES
(the “**Recipient**”)

I. BACKGROUND

The Government of Canada established the Small Communities Fund (the “**SCF**”) as a component of the New Building Canada Fund under the Economic Action Plan 2013 as a renewed commitment to infrastructure priorities across Canada.

The Government of Canada has committed one billion dollars (\$1,000,000,000.00) over ten (10) years towards the SCF for projects in smaller communities that address local priorities while contributing to national or regional objectives, support economic growth, a clean environment and stronger communities.

The purpose of the SCF is to improve and renew public infrastructure in Ontario’s communities with populations under one hundred thousand (100,000) people.

The Government of Ontario has also made a renewed commitment to infrastructure within Ontario.

The Government of Canada and the Government of Ontario entered into the Canada – Ontario New Building Canada Fund Small Communities Fund Funding Agreement 2014-2024, effective November 3, 2014, which set out the rights, obligations and requirements with respect to investments under the SCF.

The Recipient applied to the SCF for funding to assist the Recipient in carrying out the Project, the Recipient is eligible to receive funding under the SCF and both Ontario and Canada wish to provide funding for the Project.

II. CONSIDERATION

In consideration of the mutual covenants and agreements contained in this agreement (the “**Agreement**”) and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged, the Province and the Recipient (the “**Parties**”) agree as follows:

III. ENTIRE AGREEMENT

This Agreement, including

Schedule “A” – General Terms And Conditions,
Schedule “B” – Operational Requirements And Additional Terms and Conditions,
Schedule “C” – Project Description,

Schedule “D” – Project Financial Information,
Schedule “E” – Communications Protocol,
Schedule “F” – Reporting Requirements, and
any amending agreement entered into as provided for below,

constitutes the entire agreement between the Parties with respect to the subject matter contained in this Agreement and supersedes all prior oral or written representations and agreements.

IV. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

V. AMENDING AGREEMENT

This Agreement may only be amended by a written agreement duly executed by the Parties.

VI. ACKNOWLEDGEMENT

The Recipient:

- (a) Acknowledges that it has read and understands the provisions contained in the entire Agreement; and
- (b) Agrees to be bound by the terms and conditions in the entire Agreement.

IN WITNESS WHEREOF the Parties have executed this Agreement on the dates set out below.

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO,
as represented by the Minister of Agriculture, Food and Rural Affairs

Name: Randy Jackiw
Title: Assistant Deputy Minister

Date

I have the authority to bind the Crown pursuant to delegated authority.

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES

AFFIX
CORPORATE
SEAL

Name:

Title:

Date:

Name:

Title:

Date:

I/We have the authority to bind the Recipient.

SCHEDULE “A” GENERAL TERMS AND CONDITIONS

ARTICLE 1 INTERPRETATION AND DEFINITIONS

1.1 Interpretation. For the purposes of interpreting this Agreement:

- (a) Words in the singular include the plural and *vice versa*;
- (b) Words in one gender include all genders;
- (c) The headings do not form part of this Agreement; they are for reference only and will not affect the interpretation of this Agreement;
- (d) Any reference to dollars or currency will be in Canadian dollars and currency;
- (e) Any reference to a statute means a statute of the Province of Ontario, unless otherwise indicated;
- (f) Any reference to a statute is to that statute and to the regulations made pursuant to that statute as that statute and regulations may be amended from time to time and to any statute or regulations that may be passed that have the effect of supplanting or superseding that statute or regulation unless a provision of the Agreement provides otherwise;
- (g) All accounting terms will be interpreted in accordance with the Generally Accepted Accounting Principles and all calculations will be made and all financial data to be submitted will be prepared in accordance with the Generally Accepted Accounting Principles in effect in Canada; and
- (h) The words “include”, “includes” and “including” denote that the subsequent list is not exhaustive.

1.2 Definitions. In this Agreement, the following terms will have the following meaning

“**Aboriginal Group**” includes the Indian, Inuit and Métis peoples of Canada or any other group holding Aboriginal or treaty rights under section 35 of the *Constitution Act, 1982*.

“**Additional Conditions**” means the terms and conditions referred to in section 9.1 of Schedule “A” of this Agreement and specified in section B.2 of Schedule “B” of this Agreement.

“**Arm’s Length**” has the meaning given to it under the *Income Tax Act (Canada)* as in effect on the Effective Date of this Agreement and as treated or defined under Generally Accepted Accounting Principles.

“**Asset**” means any moveable or non-moveable real or personal property constructed, rehabilitated or improved, in whole or in part, with Funds provided under this Agreement.

“**Auditor General**” means the Auditor General of Ontario and/or the Auditor General of Canada, depending on the context.

“**BPSAA**” means the *Broader Public Sector Accountability Act, 2010*.

“**Business Day**” means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year’s Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance

Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

“**Canada**” means Her Majesty the Queen in Right of Canada.

“**Communications Protocol**” means the protocol set out under Schedule “E” of this Agreement.

“**Conflict of Interest**” includes any and all circumstances where the Recipient or any Person who has the capacity to influence the Recipient’s decisions has outside commitments, relationships or financial interests that could, or could be seen to, interfere with the Recipient’s objective, unbiased and impartial judgment relating to the Project or this Agreement.

“**Contract**” means an agreement between the Recipient and a third-party whereby the third-party agrees to provide a good or service for the Project in return for financial consideration that may be claimed by the Recipient as an Eligible Cost.

“**Effective Date**” means the date on which this Agreement is effective, as set out under section B.1.1 of Schedule “B” of this Agreement.

“**Eligible Costs**” means those costs set out under section D.3 of Schedule “D” of this Agreement.

“**Event of Default**” has the meaning ascribed to it in section 15.1 of Schedule “A” of this Agreement.

“**Expiration Date**” means the date on which this Agreement will expire, as set out under section B.1.2 of Schedule “B” of this Agreement unless amended or terminated prior to this date in accordance with the terms and conditions of this Agreement.

“**FAA**” means the *Financial Administration Act*.

“**Failure**” means a failure to comply with any term, condition, obligation under any other agreement that the Recipient has with Her Majesty the Queen in Right of Ontario or one of Her agencies.

“**FIPPA**” means the *Freedom of Information and Protection of Privacy Act*.

“**Funding Year**” means:

- (a) In the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31, and
- (b) In the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31.

“**Funds**” means the money provided to the Recipient pursuant to this Agreement.

“**Holdback**” means the amount set out under section D.1.2 of Schedule “D” of this Agreement.

“Indemnified Parties” means Her Majesty the Queen in Right of Ontario, Her Ministers, appointees, officers, employees, servants and agents as well as Her Majesty the Queen in Right of Canada, Her Ministers, appointees, officers, employees, servants and agents.

“Ineligible Costs” means those costs set out under section D.4 of Schedule “D” of this Agreement.

“Maximum Funds” means the maximum amount of Funds the Recipient is eligible to receive under this Agreement, as set out under section D.1.1 of Schedule “D” of this Agreement.

“Minister” means the Minister of Agriculture, Food and Rural Affairs.

“Notice” means any communication given or required to be given pursuant to this Agreement.

“Notice Period” means the period of time within which the Recipient is required to remedy an Event of Default, and includes any such period or periods of time by which the Province considers it reasonable to extend that time.

“Party” means either the Province or the Recipient.

“Project” means the undertaking described in Schedule “C” of this Agreement.

“Project Approval Date” means the date set out in section B.1.3 of Schedule “B” of this Agreement and is the first date in which the Recipient may incur Eligible Costs for the Project.

“Project Completion Date” means the date set out in section B.1.4 of Schedule “B” of this Agreement and is the last date in which the Recipient may incur Eligible Costs for the Project.

“Project Investment Commitment” means the minimum financial contribution that the Recipient will provide toward completing the Project, as set out under section D.2.1 of Schedule “D” of this Agreement.

“PSSDA” means the *Public Sector Salary Disclosure Act, 1996*.

“Reports” means the reports set out under Schedule “F” of this Agreement.

“Requirements of Law” means all applicable statutes, regulations, by-laws, ordinances, codes, official plans, rules, approvals, permits, licenses, authorizations, orders, decrees, injunctions, directions and agreements with all authorities that now or at any time hereafter may relate to the Recipient, the Project, the Funds and this Agreement. Without limiting the generality of the foregoing, if the Recipient is subject to the *BPSAA*, the *PSSDA* or any other type of broader public sector accountability legislative provisions, the *BPSAA*, the *PSSDA* and other type of broader public sector accountability legislative provisions are deemed to be a Requirement of Law.

“Substantial Completion” has the same meaning as “substantially performed”, as defined under section 2(1) of the *Construction Lien Act*.

“**Term**” means the period of time beginning on the Effective Date of this Agreement and ending on the Expiration Date or the termination of this Agreement, whichever is shorter.

1.3 Expiration Of Agreement. This Agreement will expire on the Expiration Date, unless amended or terminated prior to the Expiration Date in accordance with the terms and conditions of this Agreement.

1.4 Conflict. Subject to section 9.1 of Schedule “A” of this Agreement, in the event of a conflict between this Schedule “A” of the Agreement and any other Schedule of this Agreement, the terms and conditions set out under this Schedule “A” of the Agreement will prevail.

ARTICLE 2 REPRESENTATIONS, WARRANTIES AND COVENANTS

2.1 General Representations, Warranties And Covenants. The Recipient represents, warrants and covenants that:

- (a) It is, and will continue to be for the Term of this Agreement, a validly existing legal entity with the full power to fulfill its obligations under this Agreement;
- (b) Where applicable, it has passed the requisite by-laws to enter into this Agreement and undertake the Project;
- (c) It is in compliance with all Requirements of Law and it will remain in compliance with all Requirements of Law throughout the Term of this Agreement;
- (d) It has, and will continue to have for the Term of this Agreement, the experience and expertise necessary to carry out the Project;
- (e) It has secured the funds necessary to meet its Project Investment Commitment;
- (f) It has all permits, approvals, licenses, certificates or other similar documents that are required to carry out any Project or it will apply for all permits, approvals, licenses, certificates or other similar documents before carrying out the Project; and
- (g) Unless otherwise provided for in this Agreement, any information the Recipient provided to the Province in support of its request for Funds, including any information relating to any eligibility requirements, was true, correct and complete at the time the Recipient provided it.

2.2 Execution Of Agreement. The Recipient represents and warrants that it has:

- (a) The full power and authority to enter into this Agreement; and
- (b) Taken all necessary actions to authorize the execution of this Agreement.

2.3 Governance. The Recipient represents, warrants and covenants that it has in writing and will maintain for the Term of this Agreement:

- (a) A code of conduct and ethical responsibilities for the Recipient;
- (b) Procedures to ensure the ongoing effective functioning and continuance of the Recipient until the Expiration Date of this Agreement;
- (c) Decision-making mechanisms;
- (d) Procedures for the prudent and effective management of any Funds being provided under this Agreement;
- (e) Procedures to enable the timely identification of risks that would interfere with the Recipient meeting its obligations under this Agreement and strategies to address the identified risks;
- (f) Procedures to enable the preparation and delivery of all Reports required under this Agreement; and

- (g) Procedures to enable the Recipient to deal with such other matters as the Recipient considers necessary to ensure that the Recipient carries out its obligations under this Agreement.
- 2.4 *Proof Of Compliance Upon Ontario's Request.*** Upon request, and within the time period indicated in the Notice, the Recipient will provide the Province with proof of the matters referred to in this Article 2 of the Agreement.
- 2.5 *Additional Covenants.*** The Recipient undertakes to advise the Province within five (5) Business Days of:
- (a) Any changes that affect its representations, warranties and covenants under sections 2.1, 2.2 or 2.3 of Schedule "A" of this Agreement during the Term of this Agreement; and
- (b) Any actions, suits or other proceedings which could or would reasonably prevent the Recipient from complying with the terms and conditions of this Agreement.

ARTICLE 3 THE RECIPIENT AND THE PROJECT

- 3.1 *Project Investment Commitment.*** The Recipient will invest a minimum amount equal to the Project Investment Commitment for the Project between the Effective Date of this Agreement and the Project Completion Date or the termination of this Agreement, whichever is sooner.
- 3.2 *Project Financing.*** The Recipient acknowledges and agrees that:
- (a) It is solely responsible for making any alternative arrangements that may be required to obtain additional financing for the Project in the event that its original financing situation in regards to its Project Investment Commitment changes;
- (b) It is solely responsible for covering any unapproved expenditures and cost overruns; and
- (c) It is solely responsible for securing any additional financing required to complete the Project in the event that its Project Investment Commitment is not sufficient to complete the Project.
- 3.3 *Responsibility For The Project.*** The Recipient acknowledges and agrees that the Recipient is solely responsible for the undertaking, implementation, completion, operation and/or maintenance of the Project. The Recipient further agrees that it will not seek to hold the Province or Canada responsible for the undertaking, implementation, completion, operation and/or maintenance of the Project through recourse to a third party, court, tribunal or arbitrator.
- 3.4 *Project Completion.*** The Recipient will ensure that the Project is Substantially Completed by the Project Completion Date in accordance with the terms and conditions of this Agreement.

ARTICLE 4 FUNDS AND CARRYING OUT THE PROJECT

- 4.1 *Funds Provided.*** The Province will:

- (a) Provide the Recipient up to the Maximum Funds for the sole purpose of carrying out the Project;
- (b) Provide the Funds to the Recipient in accordance with section D.5 of Schedule “D” of this Agreement;
- (c) Deposit the Funds into an account designated by the Recipient, provided that account:
 - (i) Resides at a Canadian financial institution, and
 - (ii) Is in the name of the Recipient.

4.2 Limitation On Payment Of Funds. Despite section 4.1 of Schedule “A” of this Agreement:

- (a) The Province is not obligated to provide any Funds to the Recipient until the Recipient provides the insurance certificate or other proof as the Province may request pursuant to section 12.2 of Schedule “A” of this Agreement;
- (b) The Province is not obligated to provide any instalment or payment of Funds until it is satisfied with the progress of the Project;
- (c) The Province may adjust the amount of Funds it provides to the Recipient without liability, penalty or costs in any Funding Year based upon the Province’s assessment of the information provided by the Recipient pursuant to Article 7 of Schedule “A” of this Agreement;
- (d) If, pursuant to the *FAA*, the Province does not receive the necessary appropriation from the Ontario Legislature for payment under this Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
 - (i) Reduce the amount of Funds and, in consultation with the Recipient, change the Project without liability, penalty or costs, or
 - (ii) Terminate the Agreement pursuant to section 14.1 of Schedule “A” of this Agreement;
- (e) If the Province does not receive sufficient funds from Canada, the Province is not obligated to make any payment to the Recipient, and, as a consequence, the Province may:
 - (i) Reduce the amount of Funds being provided under the Agreement and, in consultation with the Recipient, change the Project without liability, penalty or costs,
 - (ii) Recover Funds already paid to the Recipient, or
 - (iii) Terminate the Agreement in the same manner as is set out under section 14.1 of Schedule “A” of this Agreement;
- (f) The Province may impose a Holdback on any instalment of Funds and will not be obligated to pay that Holdback to the Recipient until forty-five (45) Business Days after the Province approves the Recipient’s Final Report.

4.3 Use Of Funds And Project. The Recipient will:

- (a) Carry out the Project in accordance with the terms and conditions of this Agreement;
- (b) Use the Funds only for Eligible Costs that are directly related to the Project and are for the sole purpose of carrying out the Project; and
- (c) Not use the Funds on Ineligible Costs or to cover any specific cost that has or will be funded or reimbursed by any third party, including other ministries, agencies and organizations of the Government of Ontario.

4.4 Province And Canada’s Role Limited To Providing Funds. For greater clarity, the Province and Canada’s role under this Agreement is strictly limited to providing Funds to the Recipient for the purposes of the Project and the Province and Canada are not a decision-maker in regards to the Project nor is the Province or Canada responsible for carrying out the Project. Without limiting the generality of the foregoing, the fact that the Province or

Canada may conduct reviews and/or audits of the Project as provided for hereinafter or the Province issues directions, consents to changes to the Project or impose conditions upon any consents in accordance with the terms and conditions of this Agreement will not be construed by the Recipient as the Province having a management, decision-making or advisory role in relation to the Project. The Recipient further agrees that the Recipient will not seek to name the Province or Canada as a decision-maker, advisor or manager of the Project in any matter before a third party, court, tribunal or arbitrator.

- 4.5 Provision Of Funds Does Not Obligate Province Or Canada To Assist Recipient In Obtaining Approvals, Licences or Permits.** The Recipient acknowledges and agrees that the entering into this Agreement does not in any way obligate any regulatory authority established under an Act of the Ontario Legislature or Parliament to issue any type of approval, licence, permit or similar authorization that the Recipient may need or want in relation to the Project or to meet any terms or conditions under this Agreement.
- 4.6 No Changes.** The Recipient will not make any changes to the Project without providing Notice to the Province and receiving the Province's prior written consent before undertaking any changes to the Project.
- 4.7 Interest Bearing Account.** If the Province provides Funds to the Recipient before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution. The Recipient will hold the Funds in trust for the Province until the Recipient needs the Funds for the Project.
- 4.8 Recipient Earning Interest On Funds.** If the Recipient earns any interest on the Funds, the Province may:
- (a) Deduct an amount equal to the interest from any further installment of the Funds; or
 - (b) Demand from the Recipient the repayment of an amount equal to the interest.
- 4.9 No Provincial Payment Of Interest.** The Province is not required to pay interest on any Funds under this Agreement. For greater clarity, this includes interest on any Funds that the Province has withheld paying to the Recipient.
- 4.10 Maximum Funds.** The Recipient acknowledges and agrees that the Funds available to it pursuant to this Agreement will not exceed the Maximum Funds.
- 4.11 Rebates, Credits and Refunds.** The Recipient acknowledges and agrees that the amount of Funds available to it pursuant to this Agreement is based on the actual costs to the Recipient, less any costs, including taxes, for which the Recipient has received, will receive or is eligible to receive, a rebate, credit or refund.
- 4.12 Funds Are Part Of A Social Or Economic Program.** The Recipient acknowledges and agrees that any Funds provided under this Agreement is for the administration of social or economic programs or the provision of direct or indirect support to members of the public in connection with social or economic policy.

ARTICLE 5

RECIPIENT'S ACQUISITION OF GOODS AND SERVICES AND DISPOSAL OF ASSETS

- 5.1 Acquisition.** If the Recipient acquires goods, services or both with the Funds, it will:

- (a) Do so through a process that is transparent, fair and promotes the best value for the money expended and at competitive prices that are no greater than fair market value after deducting trade discounts and/or any other discounts available to the Recipient; and
- (b) Comply with any Requirements of Law and any procurement policies that may be applicable to how the Recipient acquires goods, services or both.

Without limiting the generality of the foregoing:

- (a) Where the Recipient is a municipal entity to which the *Municipal Act, 2001* (Ontario) is applicable, the Recipient will follow its procurement policies when procuring goods, services or both; and
- (b) Where the Recipient is a Local Services Board or any other entity not covered by the *Municipal Act, 2001* (Ontario) and the Recipient is looking to procure goods, services or both, the estimated costs of which exceed twenty-five thousand dollars (\$25,000.00), the Recipient will obtain at least three (3) written quotes when procuring goods, services or both.

5.2 Contracts. The Recipient will ensure that all Contracts:

- (a) Are consistent with this Agreement;
- (b) Do not conflict with this Agreement;
- (c) Incorporate the relevant provisions of this Agreement to the fullest extent possible;
- (d) Require that any parties to those Contracts comply with all Requirements of Law; and
- (e) Authorize the Province to perform audits of the parties to those Contracts in relation to the Project as the Province see fit in connection with Article 7 of Schedule “A” of this Agreement.

5.3 Revenue From Assets. The Recipient will provide Notice to the Province when an Asset in any given Funding Year generates revenue that exceed its costs, including operating costs, alternative financing partnerships or public-private partnership costs and provisions for future life cycle costs. The Province may, in its sole and absolute discretion, deem the amount of revenue generated from the Asset in excess of its costs within the first five (5) years after the Project is Substantially Completed that is proportionate to the Funds provided under this Agreement to be an overpayment and the Recipient will repay that overpayment to the Province.

5.4 Disposal. The Recipient will not, without the Province’s prior written consent, sell, lease or otherwise dispose of any Asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded the amount set out in section B.1.5 of Schedule “B” of this Agreement at the time of purchase for the time period set out under section B.1.6 of Schedule “B” of this Agreement. In the event the Recipient fails to comply with the requirements set out under this section 5.3 of Schedule “A” of this Agreement, the Province may recover its Funds from the Recipient in accordance with section B.1.7 of Schedule “B” of this Agreement. For greater clarity, the remedy provided under this section 5.3 of Schedule “A” of this Agreement does not limit any other remedies that the Province may have under this Agreement.

ARTICLE 6 CONFLICT OF INTEREST

6.1 No Conflict Of Interest. The Recipient will carry out the Project and use the Funds without an actual, potential or perceived conflict of interest.

- 6.2 Disclosure To The Province:** The Recipient will:
- (a) Disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential or perceived conflict of interest; and
 - (b) Comply with any terms and conditions that the Province may impose as a result of the disclosure.

ARTICLE 7 REPORTING, ACCOUNTING AND REVIEW

- 7.1 Preparation And Submission.** The Recipient will:
- (a) Submit to the Province at the address referred to in section B.1.8 of Schedule “B” of this Agreement all Reports in accordance with the timelines and content requirements set out in Schedule “F” of this Agreement, or in a form as specified by the Province from time to time;
 - (b) Ensure that all Reports are completed to the satisfaction of the Province; and
 - (c) Ensure that all Reports are signed on behalf of the Recipient by an authorized signing officer and that the accompanying attestation has been completed.
- 7.2 Records Maintenance.** The Recipient will keep and maintain for a period of seven (7) years from the Expiration Date of this Agreement:
- (a) All financial records, including invoices, relating to the Funds or otherwise to the Project in a manner consistent with generally acceptable accounting principles; and
 - (b) All non-financial documents and records relating to the Funds or otherwise to the Project.
- 7.3 Inspection.** The Province and Canada, their authorized representatives or an independent auditor identified by the Province or Canada may, at their own expense, upon twenty-four (24) hours’ Notice to the Recipient during normal business hours, enter upon the Recipient’s premises to review the progress of the Project and the Recipient’s allocation and expenditure of the Funds and, for these purposes, the Province or Canada, their authorized representatives or an independent auditor identified by the Province or Canada may take one or more of the following actions:
- (a) Inspect and copy the records and documents referred to in section 7.2 of Schedule “A” of this Agreement;
 - (b) Remove any copies made pursuant to section 7.3(a) of Schedule “A” of this Agreement from the Recipient’s premises; and
 - (c) Conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, the Project or both.
- 7.4 Disclosure.** To assist in respect of the rights set out under section 7.3 of Schedule “A” of this Agreement, the Recipient will disclose any information requested by the Province or Canada, their authorized representatives or an independent auditor identified by the Province or Canada and will do so in the form requested by the Province or Canada, their authorized representatives or an independent auditor identified by the Province or Canada, as the case may be.
- 7.5 No Control Of Records.** No provision of this Agreement will be construed so as to give the Province or Canada any control whatsoever over the Recipient’s records.

- 7.6 Auditor General.** For greater certainty, the Province and Canada's rights under this Article of the Agreement are in addition to any rights provided to the Auditor General.

ARTICLE 8 COMMUNICATIONS

- 8.1 Acknowledgement And Support.** The Recipient will follow the Communications Protocol set out under Schedule "E" of this Agreement.

ARTICLE 9 ADDITIONAL CONDITIONS

- 9.1 Additional Conditions.** The Recipient will comply with any Additional Provisions set out under section B.2 of Schedule "B" of this Agreement. In the event of a conflict or inconsistency between any of the requirements of the Additional Conditions and any requirements of this Schedule "A" of the Agreement, the Additional Conditions will prevail.

ARTICLE 10 ACCESS TO INFORMATION

- 10.1 Access To Information.** The Recipient acknowledges that the Province is bound by the *FIPPA* and that Canada is bound by the *Access to Information Act (Canada)*.
- 10.2 Disclosure Of Information.** Any information provided to the Province or Canada in connection with the Project or otherwise in connection with this Agreement may be subject to disclosure in accordance with *FIPPA*, the *Access to Information Act (Canada)* and any other Requirements of Law.

ARTICLE 11 INDEMNITY

- 11.1 Indemnification.** The Recipient hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all direct or indirect liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, including claims for infringement of rights, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with this Agreement, unless solely caused by the negligence or wilful misconduct of the Province or Canada, as the case may be.
- 11.2 Recipient's Participation.** The Recipient will, at its expense, to the extent requested by the Province and/or Canada, participate in or conduct the defence of any proceeding against any Indemnified Parties and any negotiations for their settlement.
- 11.3 Election.** The Province and/or Canada may elect to participate in or conduct the defence of any proceeding by providing Notice to the Recipient of such election without prejudice to any other rights or remedies of the Province and/or Canada under this Agreement, at law or

in equity. Each Party participating in the defence will do so by actively participating with the other's counsel.

- 11.4 Settlement Authority.** The Recipient will not enter into a settlement of any proceeding against any Indemnified Parties unless the Recipient has obtained the prior written approval of the Province and/or Canada. If the Recipient is requested by the Province and/or Canada to participate in or conduct the defence of any proceeding, the Province and/or Canada, as the case may be, will co-operate with and assist the Recipient to the fullest extent possible in the proceeding and any related settlement negotiations.
- 11.5 Recipient's Co-operation.** If the Province and/or Canada conducts the defence of any proceedings, the Recipient will co-operate with and assist the Province and/or Canada, to the fullest extent possible in the proceedings and any related settlement negotiations.

ARTICLE 12 INSURANCE

- 12.1 Recipient's Insurance.** The Recipient represents and warrants that it has, and will maintain until the Project Completion Date, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than the amount set out under section B.1.9 of Schedule "B" of this Agreement per occurrence. The policy will include the following:
- (a) The Indemnified Parties as additional insureds with respect to liability arising in the course or performance of the Recipient's obligations under, or otherwise in connection with, the Project or this Agreement;
 - (b) A cross-liability clause;
 - (c) Contractual liability coverage; and
 - (d) A thirty (30) day written notice of cancellation provision.
- 12.2 Proof Of Insurance.** The Recipient will provide the Province with certificates of insurance, or other proof as the Province may request within the time limit set out in the Notice, that confirms the insurance coverage as required under section 12.1 of Schedule "A" of this Agreement.
- 12.3 Right Of "First Call" On Insurance Proceeds.** The Recipient will provide the Indemnified Parties with a right of "first call" or priority over any other person, including the Recipient, to use or enjoy the benefits of the proceeds from the insurance policy required under this section 12.1 of Schedule "A" of this Agreement to pay any suits, judgments, claims, demands, expenses, actions, causes of action and losses (including without limitation, reasonable legal expenses and any claim for a lien made pursuant to the *Construction Lien Act* (Ontario) and for any and all liability, damages to property and injury to persons (including death)) that may be brought against the Indemnified Parties as a result of this Agreement.

ARTICLE 13 TERMINATION ON NOTICE

- 13.1 Termination On Notice.** The Province may terminate this Agreement at any time without liability, penalty or costs upon giving at least thirty (30) days' Notice to the Recipient.
- 13.2 Consequences Of Termination On Notice By The Province.** If the Province terminates this Agreement pursuant to section 13.1 of Schedule "A" of this Agreement, the Province may take one or more of the following actions:
- (a) Cancel any further installments of the Funds;
 - (b) Demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and
 - (c) Determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
 - (i) Permit the Recipient to offset such costs against the amount owing pursuant to section 13.2(b) of Schedule "A" of this Agreement; and
 - (ii) Subject to section 4.10 of Schedule "A" of this Agreement, provide Funds to the Recipient to cover such costs.

ARTICLE 14 TERMINATION WHERE NO APPROPRIATION

- 14.1 Termination For Insufficient Funds.** If, as provided for in sections 4.2(d) or 4.2(e) of Schedule "A" of this Agreement, the Province does not receive the necessary appropriation from the Ontario Legislature or from Canada for any payment the Province is to make pursuant to this Agreement, the Province may terminate the Agreement immediately without liability, penalty or costs by giving Notice to the Recipient.
- 14.2 Consequences Of Termination For Insufficient Funds.** If the Province terminates this Agreement pursuant to section 14.1 of Schedule "A" of this Agreement, the Province may take one or more of the following actions:
- (a) Cancel any further installments of the Funds;
 - (b) Demand the repayment of any Funds remaining in the possession or under the control of the Recipient;
 - (c) Demand the repayment of an amount equal to any Funds provided to the Recipient, even though the Project is partially completed; and
 - (d) Determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to section 14.2(b) of Schedule "A" of this Agreement.
- 14.3 No Additional Funds.** For greater clarity, if the costs determined pursuant to section 14.2(c) of Schedule "A" of this Agreement exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

ARTICLE 15 EVENT OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR DEFAULT

- 15.1 Events Of Default.** Each of the following events will constitute an Event of Default:
- (a) In the opinion of the Province, the Recipient breaches any representation, warranty, covenant or other term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of this Agreement:
 - (i) Carry out the Project;

- (ii) Use or spend the Funds; or
- (iii) Provide any and all Reports required under this Agreement;
- (b) The Recipient's operations, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
- (c) The Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application or an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or
- (d) The Recipient ceases to operate.

15.2 Consequences Of Events Of Default And Corrective Action. If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) Initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) Provide the Recipient with an opportunity to remedy the Event of Default;
- (c) Suspend the payment of Funds for such a period as the Province determines appropriate;
- (d) Reduce the amount of Funds;
- (e) Cancel any further installments of the Funds;
- (f) Demand the repayment of any Funds remaining in the possession or under the control of the Recipient;
- (g) Demand the repayment of an amount equal to any Funds the Recipient used, but did not use in accordance with the terms and conditions of this Agreement;
- (h) Demand the repayment of an amount equal to any Funds provided under this Agreement to the Recipient, even though the Project is partially completed; and
- (i) Terminate this Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

15.3 Opportunity To Remedy. If, in accordance with section 15.2(b) of Schedule "A" of this Agreement, the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will provide Notice to the Recipient of:

- (a) The particulars of the Event of Default; and
- (b) The Notice Period.

15.4 Recipient Not Remediating. If the Province has provided the Recipient with an opportunity to remedy the Event of Default pursuant to section 15.2(b) of Schedule "A" of this Agreement, and;

- (a) The Recipient does not remedy the Event of Default within the Notice Period;
- (b) It becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
- (c) The Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections 15.2(a), (c), (d), (e), (f), (g), (h) and (i) of Schedule "A" of this Agreement.

15.5 When Termination Effective. Termination under this Article 15 of Schedule "A" of this Agreement will take effect as set out in the Notice.

ARTICLE 16 FUNDS AT THE END OF A FUNDING YEAR

- 16.1 Funds At The End Of A Funding Year.** Without limiting any rights of the Province under Article 15 of Schedule “A” of this Agreement, if the Recipient has not spent all of the Funds allocated for the Funding Year, the Province may take one or both of the following actions:
- (a) Demand the return of the unspent Funds; and
 - (b) Adjust the amount of any further installments of Funds accordingly.

ARTICLE 17 FUNDS UPON EXPIRY

- 17.1 Funds Upon Expiry.** The Recipient will, upon the expiry of the Agreement, return to the Province any Funds remaining in its possession or under its control.

ARTICLE 18 REPAYMENT

- 18.1 Repayment Of Overpayment.** If at any time during the Term of this Agreement the Province provides Funds in excess of the amount to which the Recipient is eligible to receive under this Agreement, the Province may:
- (a) Deduct an amount equal to the excess Funds from any further installments of the Funds; or
 - (b) Demand that the Recipient pay an amount equal to the excess Funds to the Province.
- 18.2 Debt Due.** If, pursuant to this Agreement:
- (a) The Province demands the payment of any Funds or an amount equal to any Funds from the Recipient; or
 - (b) The Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not their return or repayment has been demanded by the Province, such Funds or other amount will be deemed to be a debt due and owing to the Province by the Recipient and the Recipient will pay or return the amount to the Province immediately, unless the Province directs otherwise. For greater clarity, in the event that the Recipient makes an assignment, proposal, compromise or arrangement for the benefit of creditors or a creditor makes an application for an order adjudging the Recipient bankrupt or applies for the appointment of a receiver, this section will not affect any Funds that the Recipient is holding in trust for the Province under section 4.7 of Schedule “A” of this Agreement.
- 18.3 Interest Rate.** The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.
- 18.4 Payment Of Money To Province.** The Recipient will pay any money owing to the Province by cheque payable to the “Ontario Minister of Finance” and delivered to the Province at the address referred to in section 19.1 of Schedule “A” of this Agreement.
- 18.5 Repayment.** Without limiting the application of section 43 of the *FAA*, if the Recipient does not repay any amount owing under this Agreement, Her Majesty the Queen in Right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in Right of Ontario.

ARTICLE 19 NOTICE

- 19.1 *Notice In Writing And Addressed.*** Notice will be in writing and will be delivered by email, postage-paid mail, personal delivery or fax and will be addressed to the Province and the Recipient respectively as set out in section B.1.10 of Schedule “B” of this Agreement or as either Party later designates to the other by Notice.
- 19.2 *Notice Given.*** Notice will be deemed to have been given:
- (a) In the case of postage-paid mail, five (5) Business Days after the Notice is mailed; or
 - (b) In the case of email, personal delivery or fax, one (1) Business Day after the Notice is delivered.
- 19.3 *Postal Disruption.*** Despite section 19.2(a) of Schedule “A” of this Agreement, in the event of a postal disruption,
- (a) Notice to the Province by postage-prepaid mail will not be deemed to be received; and
 - (b) The Province will provide Notice by email, personal delivery or fax.

ARTICLE 20 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

- 20.1 *Consent.*** When the Province provides its consent pursuant to this Agreement, that consent will not be considered valid unless that consent is in writing and the person providing that consent indicates in the consent that that person has the specific authority to provide that consent. The Province may also impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

ARTICLE 21 SEVERABILITY OF PROVISIONS

- 21.1 *Invalidity Or Unenforceability Of Any Provision.*** The invalidity or unenforceability of any provision in this Agreement will not affect the validity or enforceability of any other provision of this Agreement. Any invalid or unenforceable provision will be deemed to be severed.

ARTICLE 22 WAIVER

- 22.1 *Waivers In Writing.*** If a Party fails to comply with any term or condition of this Agreement that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article 19 of Schedule “A” of this Agreement. Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply. For greater clarity, where the Province chooses to waive a term or condition of this Agreement, such waiver will only be binding if provided by a person who indicates in writing that he or she has the specific authority to provide such a waiver.

ARTICLE 23 INDEPENDENT PARTIES

23.1 *Parties Independent.* The Recipient acknowledges and agrees that it is not an agent, joint venturer, partner or employee of the Province and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is or take any actions that could establish or imply such a relationship.

ARTICLE 24 ASSIGNMENT OF AGREEMENT OR FUNDS

24.1 *No Assignment.* The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under this Agreement.

24.2 *Agreement Binding.* All rights and obligations contained in this Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors and permitted assigns.

ARTICLE 25 GOVERNING LAW

25.1 *Governing Law.* This Agreement and the rights, obligations and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with this Agreement will be conducted in the Courts of Ontario, which will have exclusive jurisdiction over such proceedings.

ARTICLE 26 FURTHER ASSURANCES

26.1 *Agreement Into Effect.* The Recipient will provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of this Agreement to their full extent.

ARTICLE 27 JOINT AND SEVERAL LIABILITY

27.1 *Joint And Several Liability.* Where the Recipient is comprised of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under this Agreement.

ARTICLE 28 RIGHTS AND REMEDIES CUMULATIVE

- 28.1 *Rights And Remedies Cumulative.*** The rights and remedies of the Province under this Agreement are cumulative and are in addition to, and not in substitution of, any of its rights and remedies provided by law or in equity.

ARTICLE 29 ACKNOWLEDGMENT OF OTHER LEGISLATION AND DIRECTIVES

- 29.1 *Recipient Acknowledges.*** The Recipient acknowledges:
- (a) It is receiving Funds from the Province and Canada for the Project and is not providing goods or services to the Province or Canada;
 - (b) That by receiving Funds it may become subject to legislation applicable to organizations that received funding from the Government of Ontario, including the *BPSAA*, the *PSSDA* and the *Auditor General Act (Ontario)*;
 - (c) That the Province has issued expenses, perquisites and procurement directives and guidelines pursuant to the *BPSAA*; and
 - (c) It will comply with any such legislation, including directives issued thereunder, to the extent applicable.

ARTICLE 30 JOINT AUTHORSHIP

- 30.1 *Joint Authorship Of Agreement.*** The Parties will be considered joint authors of this Agreement and no provision herein will be interpreted against one Party by the other Party because of authorship. No Party will seek to avoid a provision herein because of its authorship through recourse to a third party, court, tribunal or arbitrator.

ARTICLE 31 FAILURE TO COMPLY WITH OTHER AGREEMENTS

- 31.1 *Other Agreements.*** If the Recipient:
- (a) Has committed a Failure;
 - (b) Has been provided with notice of such Failure in accordance with the requirements of such other agreement;
 - (c) Has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
 - (d) Such Failure is continuing,
- the Province may suspend the payment of Funds under this Agreement without liability, penalty or costs for such period as the Province determines appropriate.

ARTICLE 32 SURVIVAL

- 32.1 *Survival.*** The provisions of this Agreement that by their nature survive the expiration or early termination of this Agreement will so survive for a period of seven (7) years from the date of expiry or termination. Without limiting the generality of the foregoing, the following Articles and sections, and all applicable cross-referenced sections, schedules and appendices will continue in full force and effect for a period of seven (7) years from the date

of expiry or termination: Article 1 and any other applicable definitions, sections 4.2 and 4.8, section 7.1 (to the extent that the Recipient has not provided the Reports to the satisfaction of the Province, sections 7.2, 7.3, 7.4, 7.5, 7.6, Article 8, Article 11, sections 13.2 and 13.3, sections 14.2 and 14.3, sections 15.1, 15.2(d), (e), (f), (g) and (h), Article 17, Article 18, Article 19, Article 21, section 24.2, Article 25, Article 27, Article 28, Article 29, Article 30 and Article 31.

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SCHEDULE “B”

OPERATIONAL REQUIREMENTS AND ADDITIONAL TERMS AND CONDITIONS

B.1 – OPERATIONAL REQUIREMENTS

- B.1.1 *Effective Date.*** The Effective Date of this Agreement is the date in which the Province signs the Agreement.
- B.1.2 *Expiration Date.*** The Expiration Date of this Agreement is December 31, 2023.
- B.1.3 *Project Approval Date.*** The Project Approval Date is July 22, 2016.
- B.1.4 *Project Completion Date.*** The Project Completion Date is March 1, 2019.
- B.1.5 *Disposal Of Assets.*** There is no disposal of asset amount requirement for the purposes of section 5.4 of Schedule “A” of this Agreement.
- B.1.6 *Asset Retention Period.*** The Recipient will not sell, lease or otherwise directly or indirectly dispose of any Asset, other than to Canada, the Province or a Local Government (defined to mean a “municipality”, as defined in the *Municipal Act, 2001* (Ontario) and includes a local board of a municipality and a board, commission or other local authority constituted pursuant to provincial legislation whose purpose is to manage municipal affairs or the affairs of areas without municipal organization) for a period of five (5) years from the Project Completion Date.
- B.1.7 *Asset Retention Repayment Requirement.*** The Province may demand the Recipient repay to the Province an amount up to the Maximum Funds provided under this Agreement where the Recipient fails to retain the Asset for the amount of time set out under section B.1.6 of Schedule “B” of the Agreement. Where the Province makes a demand pursuant to this section 1.7 of Schedule “B” of the Agreement, the Recipient will pay to the Province the demanded amount within the time period set out in the Notice.
- B.1.8 *Submission Of Reports.*** All Reports under this Agreement will be submitted to the Province using the address supplied under section B1.10 of this Schedule “B” of the Agreement or any other person identified by the Province in writing.
- B.1.9 *Insurance Amount.*** The amount of insurance the Recipient will have for the purposes of section 12.1 of Schedule “A” of this Agreement is two million dollars (\$2,000,000.00).

B.1.10 Providing Notice. All Notices under this Agreement will be provided to:

TO THE PROVINCE

Ministry of Agriculture, Food and Rural Affairs
Rural Programs Branch
1 Stone Road West, 4NW
Guelph, Ontario N1G 4Y2

Attention: Manager, Infrastructure Renewal
Programs

Fax: 519-826-3398

Email: SCF@ontario.ca

or any other person identified by the Parties in writing through a Notice.

TO THE RECIPIENT

The Corporation of the City of Temiskaming
Shores

PO Box 2050, 325 Farr Drive

Haileybury, Ontario, P0J 1K0

Attention: Doug Walsh,

Director of Public Works

Email: dwalsh@temiskamingshores.ca

B.2 – ADDITIONAL CONDITIONS

B.2.1 Aboriginal Consultation. The Province and the Recipient agree to the following:

- (a) The provision of Funds under this Agreement is strictly conditional upon the Province satisfying any obligations that it may have with and, if required, accommodate any Aboriginal Group with an interest in the Project;
- (b) The Recipient will act as the Province's delegate for any procedural aspects of any consultation obligations that the Province may have with any Aboriginal Group in relation to the Project;
- (c) The Recipient's obligations as the Province's delegate will include:
 - (i) Following the process set out under the Appendix to this Schedule "B" of the Agreement as it relates to consulting with any Aboriginal Group that may have an interest in the Project,
 - (ii) Taking directions from the Province in relation to consulting with any Aboriginal Group with an interest in the Project as well as any other directions the Province may issue in relation to consultations, including suspending or terminating the Project, and
 - (iii) Providing a detailed description of any actions the Recipient took in relation to consultation with any Aboriginal Group that has an interest in the Project; and
- (d) The Recipient will not commence or allow any third party to commence construction on any aspect of the Project for forty-five (45) Business Days, or such other time as the Province may direct, after it has provided the Province with written evidence that the Recipient has sent a notice about the Project to the Aboriginal Groups the Province has identified in accordance with the Appendix to this Schedule "B" of the Agreement

B.2.2 Limit On Federal Funding. Despite anything else contained in this Agreement, the aggregate of all funding originating from Canada for the Project will not exceed thirty-three percent (33%) of the total Eligible Costs for the Project.

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APPENDIX TO SCHEDULE “B” ABORIGINAL CONSULTATION REQUIREMENTS

B.1 – PURPOSE AND DEFINITIONS

B.1.1 Purpose. This Appendix sets out the responsibilities of the Province and the Recipient in relation to consultation with Aboriginal Groups on the Project, and to delegate procedural aspects of consultation from the Province to the Recipient.

B.1.2 Definitions. For the purposes of this Schedule:

“**Section 35 Duty**” means any duty that the Province may have to consult and, if required, accommodate Aboriginal Groups in relation to the Project flowing from section 35 of the *Constitution Act, 1982*.

B.2 – RESPONSIBILITIES OF THE PROVINCE

B.2.1 The Province’s Responsibilities. The Province is responsible for:

- (a) Determining the Aboriginal Groups to be consulted in relation to the Project, if any, and advising the Recipient of same;
- (b) The preliminary and ongoing assessment of the depth of consultation required with the Aboriginal Groups;
- (c) Delegating, at its discretion, procedural aspects of consultation to the Recipient pursuant to this Schedule;
- (d) Directing the Recipient to take such actions, including without limitation suspension as well as termination of the Project, as the Province may require;
- (e) Satisfying itself, where it is necessary to do so, that the consultation process in relation to the Project has been adequate and the Recipient is in compliance with this Schedule; and
- (f) Satisfying itself, where any Aboriginal or treaty rights and asserted rights of Aboriginal Groups require accommodation, that Aboriginal Groups are appropriately accommodated in relation to the Project.

B.3 – RESPONSIBILITIES OF THE RECIPIENT

B.3.1 Recipient’s Responsibilities. The Recipient is responsible for:

- (a) Giving notice to the Aboriginal Groups regarding the Project as directed by the Province, if such notice has not already been given by the Recipient or the Province;
- (b) Immediately notifying the Province of contact by any Aboriginal Groups regarding the Project and advising of the details of the same;
- (c) Informing the Aboriginal Groups about the Project and providing to the Aboriginal Groups a full description of the Project unless such description has been previously provided to them;
- (d) Following up with the Aboriginal Groups in an appropriate manner to ensure that Aboriginal Groups are aware of the opportunity to express comments and concerns about the Project, including any concerns regarding adverse impacts on hunting, trapping, fishing, plant harvesting or on burial grounds or archaeological sites of cultural significance to the Aboriginal Groups, and immediately advising the Province of the details of the same;

- (e) Informing the Aboriginal Groups of the regulatory and approval processes that apply to the Project of which the Recipient is aware after reasonable inquiry;
- (f) Maintaining the Aboriginal Groups on the Recipient's mailing lists of interested parties for environmental assessment and other purposes and providing to the Aboriginal Groups all notices and communications that the Recipient provides to interested parties and any notice of completion;
- (g) Making all reasonable efforts to build a positive relationship with the Aboriginal Groups in relation to the Project;
- (h) Providing the Aboriginal Groups with reasonable opportunities to meet with appropriate representatives of the Recipient and meeting with the Aboriginal Groups to discuss the Project, if requested;
- (i) If appropriate, providing reasonable financial assistance to Aboriginal Groups to permit effective participation in consultation processes for the Project, but only after consulting with the Province;
- (j) Considering comments provided by the Aboriginal Groups regarding the potential impacts of the Project on Aboriginal or treaty rights or asserted rights, including adverse impacts on hunting, trapping, fishing, plant harvesting or on burial grounds or archaeological sites of cultural significance to an Aboriginal Group, or on other interests, or any other concerns or issues regarding the Project;
- (k) Answering any reasonable questions to the extent of the Recipient's ability and receiving comments from the Aboriginal Groups, notifying the Province of the nature of the questions or comments received and maintaining a chart showing the issues raised by the Aboriginal Groups and any responses the Recipient has provided;
- (l) Where an Aboriginal Group asks questions regarding the Project directly of the Province, providing the Province with the information reasonably necessary to answer the inquiry, upon the Province's request;
- (m) Subject to paragraph (o) below, where appropriate, discussing with the Aboriginal Groups potential accommodation, including mitigation of potential impacts on Aboriginal or treaty rights, asserted rights or associated interests regarding the Project and reporting to the Province any comments or questions from the Aboriginal Groups that relate to potential accommodation or mitigation of potential impacts;
- (n) Consulting regularly with the Province during all discussions with Aboriginal Groups regarding accommodation measures, if applicable, and presenting to the Province the results of such discussions prior to implementing any applicable accommodation measures;
- (o) Complying with the Province's direction to take any actions, including without limitation, suspension or termination of the Project, as the Province may require; and
- (p) Providing in any Contracts for the Recipient's right and ability to respond to direction from the Province as the Province may provide.

B.3.2 Acknowledgement By Recipient. The Recipient hereby acknowledges that, notwithstanding anything contained in this Agreement, the Province, any provincial ministry having an approval role in relation to the Project, or any responsible regulatory body, official, or provincial decision-maker, may participate in the matters and processes enumerated therein as they deem necessary.

B.3.3 Recipient Will Keep Records And Share Information. The Recipient will carry out the following functions in relation to record keeping, information sharing and reporting to Ontario:

- (a) Provide to the Province, upon request, complete and accurate copies of all documents provided to the Aboriginal Groups in relation to the Project;

- (b) Keep reasonable business records of all its activities in relation to consultation and provide the Province with complete and accurate copies of such records upon request;
- (c) Provide the Province with timely notice of any Recipient mailings to, or Recipient meetings with, the representatives of any Aboriginal Group in relation to the Project;
- (d) Immediately notify the Province of any contact by any Aboriginal Groups regarding the Project and provide copies to the Province of any documentation received from Aboriginal Groups;
- (e) Advise the Province in a timely manner of any potential adverse impact of the Project on Aboriginal or treaty rights or asserted rights of which it becomes aware;
- (f) Immediately notify the Province if any Aboriginal archaeological resources are discovered in the course of the Project;
- (g) Provide the Province with summary reports or briefings on all of its activities in relation to consultation with Aboriginal Groups, as may be requested by the Province; and
- (h) If applicable, advise the Province if the Recipient and an Aboriginal Group propose to enter into an agreement directed at mitigating or compensating for any impacts of the Project on Aboriginal or treaty rights or asserted rights.

B.3.4 Recipient Will Assist The Province. The Recipient will, upon request lend assistance to the Province by filing records and other appropriate evidence of the activities undertaken both by the Province and by the Recipient in consulting with Aboriginal Groups in relation to the Project, attending any regulatory or other hearings, and making both written and oral submissions, as appropriate, regarding the fulfillment of Aboriginal consultation responsibilities by the Province and by the Recipient, to the relevant regulatory or judicial decision-makers.

B.4 – NO IMPLICIT ACKNOWLEDGEMENT

B.4.1 No Acknowledgment Of Duty To Consult Obligations. Nothing in this Schedule will be construed as an admission, acknowledgment, agreement or concession by the Province or the Recipient, that a Section 35 Duty applies in relation to the Project, nor that any responsibility set out herein is, under the Constitution of Canada, necessarily a mandatory aspect or requirement of any Section 35 Duty, nor that a particular aspect of consultation referred to in section B.2.1 hereof is an aspect of the Section 35 Duty that could not have lawfully been delegated to the Recipient had the Parties so agreed.

B.5 – GENERAL

B.5.1 No Substitution. This Schedule will be construed consistently with but does not substitute for any requirements or procedures in relation to Aboriginal consultation or the Section 35 Duty that may be imposed by a ministry, board, agency or other regulatory decision-maker acting pursuant to laws and regulations. Such decision-makers may have additional obligations or requirements. Nonetheless, the intent of the Province is to promote coordination among provincial ministries, boards and agencies with roles in consulting with Aboriginal Groups so that the responsibilities outlined in this Agreement may be fulfilled efficiently and in a manner that avoids, to the extent possible, duplication of effort by Aboriginal Groups, the Recipient, the Province, and provincial ministries, boards, agencies and other regulatory decision-makers.

B.6 – NOTICE AND CONTACT

B.6.1 *Notices In Relation To Schedule.* All notices to the Province pertaining to this Appendix will be in writing and will be sent to the person identified under section B.1.8 of Schedule “B” of this Agreement.

[Rest Of Page Intentionally Left Blank – Schedule “C” Follows]

SCHEDULE “C” PROJECT DESCRIPTION

C.1 – PROJECT DESCRIPTION

The project includes construction of the pumping station on Gray Road and upgrades to associated infrastructure to increase efficiency of the wastewater collection and treatment systems.

[Rest Of Page Intentionally Left Blank – Schedule “D” Follows]

SCHEDULE “D” PROJECT FINANCIAL INFORMATION

D.1 – PROVINCIAL FUNDING INFORMATION

D.1.1 Maximum Funds. The Maximum Funds that may be provided by the Province and Canada under this Agreement is up to Four Million Two Hundred Thousand Dollars (\$4,200,000). This amount consists of the following:

Ontario’s Maximum Contribution	\$2,100,000
Canada’s Maximum Contribution	\$2,100,000
Maximum Funds are calculated based on the Project’s approved Total Eligible Costs	\$6,387,000

Percentage of Program Support

The Percentage of Program Support is fixed at 33% for each level of government for the Term of the Agreement.

The percentage noted above is rounded to a whole number. Note that for payment purposes the percentage is calculated to 10 decimal places and is based on the Maximum Funds against the Project’s Total Eligible Costs as provided above.

D.1.2 Holdback. There will be a Holdback of ten percent (10%) of the Maximum Funds. The Holdback will be released upon submission and approval of all required Project documentation.

D.2 – RECIPIENT’S FUNDING INFORMATION

D.2.1 Project Investment Commitment. The Recipient’s Project Investment Commitment must be a minimum of ten (10) percent of the final calculated eligible Project costs as noted in the Final Report.

D.3 – ELIGIBLE COSTS

D.3.1 Eligible Costs. Eligible Costs are those costs that are, in the Province’s sole and absolute discretion, properly and reasonably incurred, as well as paid or reimbursed by the Recipient, and are necessary for the successful completion of the Project. For greater clarity, and subject to section D.5.1 of this Schedule “D” of the Agreement, Eligible Costs are those that are set out immediately in this section D.3.1 of the Schedule “D” of the Agreement:

- (a) Costs incurred on or after the Project Approval Date and on or before the Project Completion Date;
- (b) The capital costs for acquiring, constructing, renewing, rehabilitating, materially enhancing or renovating an Asset;
- (c) Costs directly associated with joint communication activities that are set out in section E.6 of Schedule “E” of this Agreement with the Province and Canada.
- (d) The costs of Project-related signage, lighting, Project markings and associated utility adjustments;
- (e) Up to fifteen percent (15%) of the Maximum Funds may be spent on planning, including plans and specifications, and assessment costs, such as costs associated

- with environmental planning, surveying, engineering, architectural supervision, testing and management consulting services;
- (f) Costs for consulting with Aboriginal Groups, provided those costs do not include accommodation costs and legal costs;
 - (g) Auditing costs;
 - (h) The incremental costs for the Recipient's employees or leasing of equipment for the Project, provided the Recipient meets the following conditions:
 - i. It was not economically feasible to tender a Contract,
 - ii. The employee or equipment is directly engaged in the work that would have been the subject of a Contract, and
 - iii. The province has approved the arrangement beforehand;
 - (i) The costs for leasing/renting equipment directly related to the construction of the Project; and
 - (j) Other costs that are, in the Province's sole and absolute discretion, direct, incremental and necessary for the successful completion of the Project, provided those costs have been approved by the Province in writing prior to being incurred.

D.4 – INELIGIBLE COSTS

D.4.1 Ineligible Costs. The following costs are Ineligible Costs under this Agreement:

- (a) Costs incurred prior to the Project Approval Date;
- (b) Costs incurred after the Project Completion Date;
- (c) Costs that have not been claimed for reimbursement by March 31 of the Funding Year following the Funding Year in which the costs were incurred;
- (d) Costs associated with developing an application, business case or funding proposal to receive funding under the SCF;
- (e) Costs related to the purchasing of land, buildings and associated real estate as well as all related fees associated with the purchasing of land, buildings and associated real estate;
- (f) Financing charges and interest payments on loans;
- (g) The costs for leasing land, buildings and other facilities;
- (h) Except as specified in section D.3.1(i) of this Schedule "D" of the Agreement, the costs of leasing equipment;
- (i) Furnishings and non-fixed Assets which are not essential to complete the Project;
- (j) General repairs and maintenance of the Project and related structures, unless they are part of a larger capital expansion;
- (k) Costs of services or works normally provided by the Recipient, incurred in the course of implementation of the Project, unless they have been specifically set out as being an Eligible Cost under section D.3.1 of this Schedule "D" of the Agreement;
- (l) Costs related to any goods and services which are received through donations or in kind;
- (m) Any overhead costs ordinarily incurred, including salaries, *per diems* and associated benefits of any employees of the Recipient, direct or indirect operating or administrative expenditures of the Recipient, and more specifically costs related to planning, engineering, architecture, supervision, management and other activities normally carried out by employees of the Recipient, unless those costs are in accordance with section D.3.1(e) and (h) of this Schedule "D" of the Agreement;
- (n) Taxes for which the Recipient is eligible to receive a tax rebate;
- (o) Any other costs in which the Recipient is able to claim any type of rebate or refund, irrespective of whether the Recipient makes a claim;
- (p) Legal fees;

- (q) Any amount of costs in which the Recipient is eligible to receive or will receive funding from the Province under another agreement; and
- (r) Without limiting the foregoing, any other costs that are not specifically set out as Eligible Costs under section D.3.1 of this Schedule “D” of the Agreement or the Province did not approve in writing prior to the Recipient incurring and paying those costs

Without limiting the foregoing, neither the Recipient nor any person providing goods, services or both for the Project will obtain those goods, services or both from another person that is not Arm’s Length from the Recipient or the person providing the goods, services or both for the Project without the Province’s prior written approval. The Province may impose terms and conditions on any written approval it provides, including:

- (a) Whether the costs can include any mark-up for profit, overhead or return on investment;
- (b) The value that can be included in the costs associated with a mark-up for profit, overhead or return on investment based on the following:
 - (i) Up to thirty percent (30%) of the total costs submitted can be attributable to profit charged for the goods, services or both,
 - (ii) Up to thirty percent (30%) of the total costs submitted can be attributable to overhead charged for the goods, services or both,
 - (iii) Up to ten percent (10%) of the total costs submitted can be attributable to return on investment for the goods, services or both,

and any costs for profit, overhead or return on investment that are greater than what the Province approved will be deemed to be an Ineligible Cost under the Agreement; and

- (c) Any special auditing requirements in addition to the auditing rights the Province already has under this Agreement to allow the Province to satisfy itself as to the validity of any costs incurred by the Recipient or any person providing goods, services or both for the Project from another person that is not Arm’s Length from the Recipient or the person providing the goods, services or both for the Project.

D.5 – PAYMENT OF FUNDS

D.5.1 Payment Of Funds. Subject to the terms and conditions of this Agreement, the Province will pay Funds to the Recipient based on the Recipient’s incurred and paid Eligible Costs, up to the Maximum Funds based on a calculation of the Province and Canada’s approved funding percentages (Maximum Funds divided by the total approved Eligible Costs) and the total Eligible Costs of the claim as determined by the Province.

D.5.2 Submission Of Claims. The Recipient will submit claims for payment to the Province on a regular basis ensuring compliance with D.4.1(c). Copies of paid invoices must be included with the Claims Report set out under Schedule “F” of this Agreement.

D.5.3 Claim Reimbursement. Claims will be reimbursed to the Recipient based on the Percentage of Program Support up to ninety (90) percent of the project costs. The remaining holdback percentage will be reimbursed as per D.1.2.

[Rest Of Page Intentionally Left Blank – Schedule “E” Follows]

SCHEDULE “E” COMMUNICATIONS PROTOCOL

E.1 PURPOSE OF SCHEDULE

E.1.1 Purpose Of Schedule. This Schedule describes the Recipient’s responsibilities and financial obligations in the joint communications activities and products for the Project to recognize the contribution of Funds toward the Project by the Province and Canada.

E.2 GENERAL PRINCIPLES OF SCHEDULE

E.2.1 General Principles. The Recipient acknowledges and agrees that it will work with both the Province and Canada to undertake communication activities for the Project in an open, effective and proactive manner, ensuring equal recognition of those that provided a financial contribution toward the Project. These general principles include the following:

- (a) All financial contributors to the Project will receive equal recognition and prominence when logos, symbols, flags and other types of identification are incorporated into events, signs and plaques for the Project, unless the Province and Canada specify otherwise;
- (b) All events, signs and plaques will follow this Schedule and any other requirements that the Province or Canada may specify from time to time;
- (c) Both official languages will be used for public information, signs and plaques in accordance with the *Official Languages Act* (Canada); and
- (d) The Recipient:
 - (i) May produce information kits, brochures, public reports and Internet sites providing information about the Project and the Agreement for private-sector interest groups, contractors and members of the Public,
 - (ii) Will consult with the Province and Canada in preparing the content and look of all such materials, and
 - (iii) Will get the Province and Canada’s approval for any references to the Province or Canada before said references are made.

E.3 EVENTS

E.3.1 Events. The Recipient:

- (a) Agrees that all Project-related milestone events, such as groundbreaking and ribbon-cutting ceremonies, will be organized in cooperation with the Province and Canada;
- (b) Will coordinate a mutually agreeable venue, date and time for the event in light of the Province and Canada’s availability and under no circumstances will an event take place without fifteen (15) Business Days’ notice to the Province and Canada;
- (c) May invite other elected officials as well as other local interested persons, such as contractors, architects, labour groups and community leaders, provided the Recipient consults with the Province and Canada before inviting those persons; and
- (d) Will ensure that federal, provincial and municipal flags are on display at any event for the Project.

E.3.2 Written Communications For Events. All written communications, such as public service announcements and posters, will indicate that the Project received Funds from the Province and Canada under the Building Canada Fund – Small Communities Fund. The Province

and Canada will assist the Recipient in developing written communications for any event. The Recipient, the Province and Canada will approve of all final copies of any written communications for events.

E.4 SIGNS

E.4.1 *Installation Of Signs.* The Recipient will produce via a party acting at Arm's Length in order for the production of the sign to be an Eligible Cost and install temporary and permanent signage for the Project to communicate the nature of the Project and the involvement of the Province and Canada. The Recipient will ensure that the design, wording and specifications for signs are in accordance with the Province and Canada's visual identity guidelines. The Recipient will ensure that temporary signage is installed at the Project site(s) thirty (30) days prior to the start of construction and be visible for the duration of the Project.

E.4.2 *Removal Of Signs.* The Recipient will remove temporary signs within ninety (90) days of the Project's Substantial Completion.

E.4.3 *Costs Of Signs.* The maximum costs for signs will be:

- (a) Two thousand two hundred fifty dollars (\$2,250.00) for small signs; and
- (b) Four thousand two hundred fifty dollars (\$4,250.00) for large signs.

E.5 PLAQUES

E.5.1 *Installation Of Plaque.* The Recipient may produce and install a plaque for the Project to communicate the nature of the Project and the involvement of the Province and Canada. The Recipient will ensure that the design, wording and specifications of the plaque are in accordance with the Province and Canada's visual identity guidelines.

E.5.2 *Costs Of Plaques.* The maximum cost for a plaque is two thousand five hundred dollars (\$2,500.00).

E.6 ELIGIBLE COSTS FOR COMMUNICATIONS ACTIVITIES

E.6.1 *Eligible Costs Related To Communications Activities.* The Recipient will pay the costs of preparing and delivering joint communications activities and products (e.g. press releases, press conferences, translation, etc.), including the organization of special events and the production of signage. In addition to the costs set out for signs under section E.4.3 of this Schedule "E" of the Agreement and the costs set out for plaques under section E.5.2 of this Schedule "E" of the Agreement, the following communications costs are Eligible Costs for the purposes of this Agreement:

- (a) Printing and mailing invitations;
- (b) Light refreshments, such as coffee, tea, juice, donuts and muffins;
- (c) Draping for plaque unveiling;
- (d) Project material for display and/or media kit; and
- (e) Rentals, such as flagpoles, stage, chairs, podium and public announcement system.

The costs of certain items, such as alcohol, china, tents, waiters, guest mileage or transportation, wine glasses, lamps, tea wagons, plants, photographers and gifts are not Eligible Costs.

SCHEDULE “F” REPORTING REQUIREMENTS

F.1 Reporting Requirements. The following Reports will be provided in full in the corresponding formatted provided hereafter and with such content as is satisfactory to the Province:

	NAME OF REPORT	DUE DATE
1.	Initial Project Report	Within five (5) Business Days of when the Recipient signs the Agreement if not previously submitted.
2.	Claim Report	In order to avoid invoices being deemed ineligible due to age (Section D.4.1(c)), claims will be submitted at least twice a year. NOTE: Costs that have not been claimed for reimbursement by March 31 of the Funding Year following the Funding Year in which the costs were incurred will be deemed ineligible.
3.	Progress Report	May 15 and October 15 of each calendar year from the Effective Date until the Project Completion Date.
4.	Final Report (including the Solemn Declaration of Substantial Completion)	Within sixty (60) Business Days of when: <ul style="list-style-type: none"> • The Project construction is Substantially Completed; or • The Project Completion Date.
5.	Other Reports	On or before the date the Province directs.

[Rest Of Page Intentionally Left Blank – Section F.2 Of Schedule “F” Follows]

F.2 – INITIAL PROJECT REPORT



New Building Canada Fund – Small Communities Fund

INITIAL PROJECT REPORT

Name of Recipient [Click here to enter Recipient name.](#)

Name of Project	Click here to enter Project name.	Project Number	Enter #
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Events	Forecasted Date
Start Date of Project	Click here to enter a date.
First Construction Tender Awarded	Click here to enter a date.
Start Date of Construction	Click here to enter a date.
End Date of Construction	Click here to enter a date.
End Date of Project	Click here to enter a date.

Expenditure Forecast Table

The purpose of this table is to show the total eligible costs that have been incurred from the start of the Project until the time the Project is complete. For the appropriate fiscal year (i.e. April 1, 2016 – March 31, 2017) all Recipients must enter their financial information by quarter when **costs** are expected to be **incurred** (rather than billed/invoiced or paid). Specifically, confirm the total cost of the work undertaken or items to be purchased and the associated value within the 3 month period. Please ensure that you are not netting out holdback costs to contractors. Enter the entire value of the work being performed, in the period in which the work was completed, even if you are not paying the holdback portion of the invoice at that time.

Quarter	Q1 (April – June)	Q2 (July – September)	Q3 (October – December)	Q4 (January – March)	Total by Fiscal Year
2016/17		Enter dollars.	Enter dollars.	Enter dollars.	Enter dollars.
2017/18	Enter dollars.	Enter dollars.	Enter dollars.	Enter dollars.	Enter dollars.
2018/19	Enter dollars.	Enter dollars.	Enter dollars.	Enter dollars.	Enter dollars.
2019/20	Enter dollars.	Enter dollars.	Enter dollars.	Enter dollars.	Enter dollars.
2020/21	Enter dollars.	Enter dollars.	Enter dollars.	Enter dollars.	Enter dollars.
2021/22	Enter dollars.	Enter dollars.	Enter dollars.		Enter dollars.
Total Eligible Costs (Less HST Rebate)					Enter dollars.

NOTES:

- Expenditures are only considered eligible after the Project Approval Date.

2. Please complete the expenditure table based on actual and projected expenditures. Costs are to be identified in the quarter that they have been or will be incurred (rather than when they are to be paid).
3. Please only include Net Eligible Expenditures -- total Eligible Costs less HST rebate. Enter the total Eligible Costs expected to be incurred up to when the project is completed, rather than reporting requested financial assistance (i.e., senior government's share of costs).
4. Expenditure forecasts should not exceed total eligible costs as identified in Schedule D of the Agreement.
5. If the Project cannot be completed within the specified timeframes, please contact the Province.

Funding Sources – List the source(s), and amount from that source, that represents your portion of the project	
Source (e.g. debenture, capital reserves, rate increases (taxes or user fees), Federal Gas Tax, Infrastructure Ontario debt/loan, bank loan, other funding programs (insert program name), etc.)	Amount (\$)
Click here to enter funding source.	\$ Enter dollars.
Click here to enter funding source.	\$ Enter dollars.
Click here to enter funding source.	\$ Enter dollars.
Click here to enter funding source.	\$ Enter dollars.

NOTE: As per Section B of your Agreement, for most Recipients all federal funding sources (including SCF funding) cannot exceed one-third (33.33%) of the total eligible costs of the project. For all public-private partnerships or for-profit private sector bodies, all federal funding sources (including SCF funding) cannot exceed one quarter (25%) of the total eligible costs.

Attestation:

I, [Click here to enter name of person who can bind the Recipient.](#), confirm that the Recipient noted above is in compliance with the terms and conditions found in the Agreement for this Project, including, but not limited to, commercial general liability insurance of not less than \$2 million is in place for the term of the Agreement.

Name: [Click here to enter name.](#)_____

Title: [Click here to enter title.](#)_____

Date: [Click here to enter a date.](#)

Please note that you do not need to sign this document, by inserting your name and title in the above area, you are agreeing to the above attestation. This document should be sent in electronically if at all possible and not as a scanned version.

Note: Any capitalized terms used in this Report will have the same meaning as set out in the Agreement.

F.4 – PROGRESS REPORT



New Building Canada Fund – Small Communities Fund

PROGRESS REPORT

This report is due twice a year on May 15 and October 15.

Name of Recipient [Click here to enter Recipient name.](#)

Name of Project [Click here to enter Project name.](#)

Project Number [Enter #](#)

Estimated Percent of Project Completion [Enter %](#)

Events	Forecasted Date	Actual Date
Start Date of Project	Click here to enter a date.	Click here to enter a date.
First Construction Tender Awarded	Click here to enter a date.	Click here to enter a date.
Start Date of Construction	Click here to enter a date.	Click here to enter a date.
End Date of Construction	Click here to enter a date.	Click here to enter a date.
End Date of Project	Click here to enter a date.	Click here to enter a date.
Federal Signage Installed		Click here to enter a date.
Provincial Signage Installed		Click here to enter a date.

Description of Activities*	Activity Status (On, Ahead, or Behind Schedule; Completed or Not Applicable)	Issues to Date and Actions Taken to Resolve Issues	Confirm Expected Completion Date of Activity
<i>Design / Engineering</i>	Choose an item.	Click here to enter text.	Click here to enter date.
<i>Site Preparation</i>	Choose an item.	Click here to enter text.	Click here to enter date.
<i>Construction</i>	Choose an item.	Click here to enter text.	Click here to enter date.
<i>Maintenance Holdback Period</i>	Choose an item.	Click here to enter text.	Click here to enter date.
OVERALL PROJECT STATUS	Choose an item.	Click here to enter any general project status information not	

		included above.
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***NOTE: Each phase of the project should be noted in a separate chart.**

Variance from original approved project (if any) Do you need to adjust your Project Description based on Project progress? If so, explain why and by when? Note: Inserting a project revision into this form does not constitute requesting permission to change the contracted Project Description or to reduce the number of components completed, a request must be sent through to the Program Manager as specified in Section B.1.8 of the Agreement.

[Click here to enter text.](#)

Expenditure Forecast Table

The purpose of this table is to show the total Eligible Costs that have been incurred from the Project Approval Date until the time the Project is complete. For the appropriate fiscal year (i.e. April 1, 2015 – March 31, 2016) all Recipients must enter their financial information by quarter when **costs** are expected to be **incurred** (rather than billed/invoiced or paid). Specifically, confirm the total cost of the work undertaken or items to be purchased and the associated value within the 3 month period. Please ensure that you are not netting out holdback costs to contractors. Enter the entire value of the work being performed, in the period in which the work was completed, even if you are not paying the holdback portion of the invoice at that time.

Quarter	Q1 (April – June)	Q2 (July – September)	Q3 (October – December)	Q4 (January – March)	Total by Fiscal Year
2016/17		Enter dollars.	Enter dollars.	Enter dollars.	Enter dollars.
2017/18	Enter dollars.	Enter dollars.	Enter dollars.	Enter dollars.	Enter dollars.
2018/19	Enter dollars.	Enter dollars.	Enter dollars.	Enter dollars.	Enter dollars.
2019/20	Enter dollars.	Enter dollars.	Enter dollars.	Enter dollars.	Enter dollars.
2020/21	Enter dollars.	Enter dollars.	Enter dollars.	Enter dollars.	Enter dollars.
2021/22	Enter dollars.	Enter dollars.	Enter dollars.		Enter dollars.
Total Eligible Costs (Less HST Rebate)					Enter dollars.

NOTES:

- Expenditures are only considered eligible after the Project Approval Date.
- Please complete the expenditure table based on actual and projected expenditures. Costs are to be identified in the quarter that they have been or will be incurred (rather than when they are to be paid).
- Please only include Net Eligible Expenditures - total Eligible Costs less HST rebate. Enter the total Eligible Costs expected to be incurred up to project completion, rather than reporting requested financial assistance (i.e., senior government's share of costs).
- Expenditure forecasts should not exceed Total Eligible Costs as identified in Schedule D of the Agreement.
- If the Project cannot be completed within the specified timeframes, please contact the Province.

Funding Sources – List the source(s), and amount from that source, that represents your portion of the project	
Source (e.g. debenture, capital reserves, rate increases (taxes or user fees), Federal Gas Tax, Infrastructure Ontario debt/loan, bank loan, other funding programs (insert program name), etc.)	Amount (\$)
Click here to enter funding source.	\$ Enter dollars.
Click here to enter funding source.	\$ Enter dollars.
Click here to enter funding source.	\$ Enter dollars.
Click here to enter funding source.	\$ Enter dollars.

NOTE: As per Section B of your Agreement, for most Recipients all federal funding sources (including SCF funding) cannot exceed one-third (33.33%) of the total eligible costs of the project. For all public-private partnerships or for-profit private sector bodies, all federal funding sources (including SCF funding) cannot exceed one quarter (25%) of the total eligible costs.

Claims

Claims should be submitted regularly (i.e., at least twice a year). The amount of claims submitted on the Project should align with the expenditure forecasts noted above. As noted in Section D.4.1(c) of the Agreement, Recipients must claim invoices prior to the Fiscal Year after the year in which they were incurred (i.e., costs incurred between April 1, 2015 and March 31, 2016 must be claimed by March 31, 2017). Any invoices not claimed by this time are referred to as “stale-dated” and are deemed *ineligible*. This means in some cases Recipients will need to submit a separate claim for unpaid contractor holdbacks (do not mix with other paid invoices).

<p>Other Progress to date <i>Include any communications events, and communications sent/received (oral or written) from any Aboriginal groups, including dates, where applicable or available. Please include copies of all communication with Aboriginal groups.</i></p>
<p>Click here to enter text.</p>

NOTE: If during the course of the construction of your project any archaeological resources are found, other impacts that could affect Aboriginal or treaty rights emerge, or you are contacted by any Aboriginal Community that is expressing concerns about the project and potential impacts on their rights, you must immediately cease construction and notify your project analyst.

Attestation:

I, [Click here to enter name of person who can bind the Recipient.](#), confirm that the Recipient noted above is in compliance with the terms and conditions found in the Agreement for this Project, including but not limited to that commercial general liability insurance of not less than \$2 million is in place for the term of the Agreement.

Name: [Click here to enter name.](#)

Title: [Click here to enter title.](#)

Date: [Click here to enter a date.](#)

Please note that you do not need to sign this document, by inserting your name and title in the above area, you are agreeing to the above attestation. This document should be sent in electronically if at all possible and not as a scanned version.

Note: Any capitalized terms used in this Report will have the same meaning as set out in the Agreement.

F.5 – FINAL REPORT



New Building Canada Fund – Small Communities Fund

FINAL REPORT

Project No.: Enter #	Project Title: Click here to enter project title.
Date: Click here to enter a date.	Recipient Name: Click here to enter Recipient name.

Final Reports are to be completed and submitted to the Province **within sixty (60) Business Days of the completion of the Project or as otherwise specified in the Agreement.** Please contact your Project Analyst should you have any questions filling in this report.

Section 1. Project Details

Dates	Forecasted*	Actual
Construction Start Date	Click here to enter a date.	Click here to enter a date.
Construction End Date	Click here to enter a date.	Click here to enter a date.

* Forecasted date will be the first date submitted on your Project’s Initial Project Report.

Was the Project completed as per your application and Schedule “C” of the Agreement or by any amending agreement?

Yes No If No, please provide details on any variances below

Project Variances (if applicable)

In reading the description provided in Schedule “C” of the Agreement or in any subsequent amendments, has the Project experienced any variances either in its scope, budget or schedule? Please identify any other information with respect to the Project that may have changed or may have been altered. Ensure that you provide a rationale for any variances from the approved Project Description.

Section 2. Financial Information

Budget Item	Budgeted Cost	Actual Cost
Engineering Design, EA/Permits, Project Management	\$ Enter dollars.	\$ Enter dollars.
Materials	\$ Enter dollars.	\$ Enter dollars.
Construction	\$ Enter dollars.	\$ Enter dollars.
Leasing of Equipment	\$ Enter dollars.	\$ Enter dollars.
Communication Materials	\$ Enter dollars.	\$ Enter dollars.
Miscellaneous	\$ Enter dollars.	\$ Enter dollars.
GROSS ELIGIBLE COST	\$ Enter total of above.	\$ Enter total of above.
Less HST Rebate	\$ Insert the applicable HST rebate.	\$ Insert the applicable HST rebate.
TOTAL NET ELIGIBLE COST	\$ Enter total of Gross less Rebate.	\$ Enter total of Gross less Rebate.

NOTE: If the actual costs are 20% less or greater than the estimated costs for any of the above categories, please attach an explanation of the variance for each.

Funding Sources – List the source(s) and amount from that source that represents your portion of the project		
Source (e.g. debenture, capital reserves, rate increases (taxes or user fees), Federal Gas Tax, Infrastructure Ontario debt/loan, bank loan, other funding programs (insert program name), etc.)	Initial Amount** (\$)	Actual Amount (\$)
Click here to enter funding source.	\$ Enter dollars.	\$ Enter dollars.
Click here to enter funding source.	\$ Enter dollars.	\$ Enter dollars.
Click here to enter funding source.	\$ Enter dollars.	\$ Enter dollars.
Click here to enter funding source.	\$ Enter dollars.	\$ Enter dollars.

** Initial Amounts from your Project’s Initial Project Report.

Section 3. Project Benefits and Impact Questions

The following questions must be completed with the results of the Project. The questions outlined in sections 3, 4 and 5 will help assess the impact of the Project and client satisfaction with program delivery.

Project Benefits and Impacts

1. What was the primary objective of your Project?
<input type="checkbox"/> Address urgent public health and safety issues.

Maintain public health and safety over the long-term.
 Address barriers to economic growth.

2. Was this Project (or the need for this Project), identified in one of the following documents? Please check all that apply

Asset Management Plan (if you check this box, please see Question 3).
 Economic Development Plan and/or Strategy.
 Business or market development plan?
 Other? Please specify: _____

3. FOR MUNICIPAL RECIPIENTS ONLY: As detailed in the asset management plan (AMP), what was the priority of the Project you just completed with this funding?

Over due to be completed?
 Due to be completed this year?
 Due to be completed in the next year?
 Due to be completed in the next 2-5 years?
 Due to be completed in the next 5+ years?
 Was not detailed in plan, Please specify: _____

4. Did you encounter any barriers to completing your project?

Yes No If yes, please describe what they were and how you overcame them.

5. Please indicate which of the following benefits have been experienced or are anticipated to occur as a result of the Project. Provide details where possible.

	At project completion	Anticipated (1-2 years out)	Details
Addressed urgent public health and safety issues.	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	Click here to enter text.
Highest priority items in AMP addressed earlier than planned.	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	Click here to enter text.
Improved economic infrastructure that was identified as a barrier to growth.	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	Click here to enter text.
Business retention and/or expansion and/or economic growth.	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	Click here to enter text.
Other? Please specify: _____	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	Click here to enter text.

Section 4. Other Benefits / Information

Please provide any other information which demonstrates the success of the Project and its impact on other stakeholders, rural communities and the province of Ontario.

Section 5. Client Satisfaction Survey

Based on your Project experience with Ontario, please indicate with an “X” in the appropriate box for your response.

1. Please indicate the extent to which you agree or disagree with the following statements.	Strongly Agree	Agree	Neither Agree nor Disagree	Disagree	Strongly Disagree
	1	2	3	4	5
a. Once my Project was approved, I received all the information needed to proceed to the next step of the Project.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. The report forms were easy to understand and complete.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. I was able to reach appropriate Ontario staff without difficulty.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Ontario staff were knowledgeable.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. I received consistent advice from Ontario staff.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. Ontario staff was courteous.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

2. Overall, how satisfied were you with the amount of time it took to get the service that you required?	Very satisfied	Satisfied	Neither satisfied nor dissatisfied	Dissatisfied	Very dissatisfied
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

3. Overall, how satisfied were you with the service you received while implementing your Project?	Very satisfied	Satisfied	Neither satisfied nor dissatisfied	Dissatisfied	Very dissatisfied
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

4. To what extent did the availability of this funding assistance influence your decision to undertake the Project?	To a great extent	Somewhat	Very little	Not at all
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Section 6. Aboriginal Duty to Consult

Please provide particulars as to how the requirements have been met under the Appendix to Schedule “B” of the Agreement.

Please indicate:

Declaration required for the Project:

Confirmation provided to the Province indicating that there has been no communication from any Aboriginal Groups and that there were no items of cultural significance to Aboriginal Groups discovered with respect to the Project. Yes No

Declaration required for Project with additional Duty to Consult requirements, as identified by the Province

Notice about the Project, as well as a full Project description, was provided to identified Aboriginal Groups making them aware of the opportunity to express comments and concerns with respect to the following: Yes No

- the Project;
- adverse impacts on hunting, trapping, fishing and plant harvesting; and
- any burial grounds or archaeological sites of cultural significance.

A copy of this correspondence to identified Aboriginal Groups was provided to the Province. Yes No

The Province was made aware of any issue(s) identified by any Aboriginal Groups. Yes No

A copy of any correspondence/information between the recipient and any Aboriginal Groups was forwarded to the Province. Yes No

Section 7. Comments

Is there anything else you would like to tell us about your experience related to the Project?

Section 8. Confidentiality, Certification and Signature

Confidentiality

Information submitted in this Final Report to the Province will be subject to the *Freedom of Information and Protection of Privacy Act*. **Any information submitted in confidence should be clearly marked “CONFIDENTIAL” by the Recipient.** Inquiries about confidentiality should be directed to the Rural Programs Branch.

Certification

I certify that:

1. The Project as described in the Agreement is complete and was completed in accordance with Schedule “C” of the Agreement or any amending Agreement;
2. The Project was completed in accordance with all terms/conditions of the Agreement and all Requirements of Law;
3. No Funding was spent on Ineligible Costs;
4. The Recipient will provide any remaining Funds to the Province within thirty (30) Business Days of receiving Notice from the Province that the Province has approved the Recipient’s Final Report;
5. The Recipient has all supporting invoices and records available for audit if required; and
6. All information provided in this Final Report as well as all previous Reports submitted to the Province is – to the best of my knowledge, belief and understanding, true and correct in all material aspects.

The official noted below warrants that these statements are true as of the date indicated.

<i>NAME OF AUTHORIZED OFFICIAL:</i>	Click here to enter name.
<i>TITLE:</i>	Click here to enter title.
<i>DATE:</i>	Click here to enter a date.

Note: Any capitalized terms used in this Report will have the same meaning as set out in the Agreement.

Section 9. Solemn Declaration of Substantial Completion
Must be completed by a Registered Engineer or Architect or a Municipal Official.



New Building Canada Fund – Small Communities Fund (NBCF-SCF)
Nouveau Fonds Chantiers Canada - Fonds des petites collectivités (NFCC-FPC)

SOLEMN DECLARATION OF SUBSTANTIAL COMPLETION

Project Number	Enter #
Recipient Name	Click here to enter Recipient name.

In the matter of the Agreement entered into between, Her Majesty the Queen in right of Ontario, as represented by the Minister of Agriculture, Food and Rural Affairs and the above-noted Recipient, on _____, 2016.

I, _____ a _____ (Registered Engineer or Architect, Municipal Official) in the Province of Ontario, do solemnly declare as follows:

1. That I am the _____(title, department, organization), and as such have knowledge of the matters set out herein;
2. That the work identified as Project _____ in the above-mentioned Agreement _____ (has / has not) been Substantially Completed as described in Schedule C, dated _____ on the _____ day of _____ 20__.
3. That the value (dollar amount) of substantially completed work on the Project, by _____, 20__(date) is _____ (dollars).
4. That the work:
 - a. was carried out by _____ (the prime contractor), between _____ (start date) and _____ (completion date);
 - b. was supervised and inspected by qualified staff;
 - c. conforms with the plans, specifications and other documentation for the work; and
 - d. conforms with applicable environmental legislation, and appropriate mitigation measures have been implemented.

Declared at _____(city), in the Province of Ontario this _____ day of _____, 20__.

(Signature)

Name:

Witness Name:

Title:

Title:

Note: Any capitalized terms used in this Report will have the same meaning as set out in the Agreement

Subject: 2016–17 Winter Operations Plan

Report No.:

PW-045-2016

Agenda Date:

October 18, 2016

Appendix 01: Proposed 2016-17 Winter Operations Shift Schedule

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-045-2016;
2. That Council directs staff to prepare the necessary by-law to adopt the 2016 – 2017 Winter Operations Plan for consideration at the October 18, 2016 Regular Council meeting; and
3. 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 13, 2016 and conclude on or about Friday, April 14, 2017.

Background

Each year the Public Works Department submits an administrative report, for Council's consideration, on the Winter Operations efforts for the upcoming season. The report includes a proposed shift schedule which is intended to improve upon or modify the approach that has been used in previous years while maintaining the *Minimum Maintenance Standards for Municipal Highways* and reducing the hazards resulting from winter snow and ice, in order to maintain the City's roadways and sidewalks in a safe condition.

For the past four (4) winter seasons a shift schedule, that provides adequate coverage and provides the staff with a better "work – life" balance, has been utilized.

Typically, the Winter Schedule commences on or about November 1st and ends on or about April 15th which coincides with the pay periods each year. This year afternoon patrolling will commence on October 31st with the full schedule starting on Sunday November 13th. During the period of April 15th to November 1st, 2016 the Department worked a 5 day, 8 hour per day shift schedule.

Analysis

Every winter season brings new, unique and unpredictable conditions and circumstances that the Public Works Dept. is tasked with dealing with. While the 2013-14 and 2014-15 seasons proved to be very difficult on staff and equipment due to extremely cold weather, the 2015-16 season, however, was relatively mild with perhaps more snowfall from January through March than in recent years. As in the past there were areas within the municipality that required more attention than others given the local conditions.

Over the past number of years numerous shift schedules were used to address the needs of the taxpayers and conform to the Minimum Maintenance Standards. Many of these schedules have taxed the human resources element of the department in that staffing levels and the demands for staff at certain times did not mesh. (i.e. 10 staff working Night Shift with little or no snow or limited staff during daytime hours.)

It is virtually impossible to establish a shift schedule in September that will meet the needs of the entire winter day in and day out, shift by shift and the requirement for overtime is inevitable.

For the most part the Public Works staff will continue to operate as four groups or “teams” of five members comprised of one Heavy Equipment Operator / Crew Leader, a Water/Sewer Operator and three Equipment Operators. This arrangement has worked very well to address most situations. As well there will once again be a “Patrol Person” assigned to the 3:00 p.m. to 11:30 p.m. afternoon shift for consistent patrol purposes.

Since the 2011-12 winter season the department has continued to provide coverage, at varying levels, 24 hours per day, 7 days per week. With a focus on providing more scheduled resources from Monday to Friday during the day time, afternoon, evening, and weekend coverage has been reduced to minimal coverage, ensuring that Minimum Standards are met. The Crew Leader or the Evening/Weekend shift Patrol Person contacts the “on-call” Supervisor, to arrange for additional staff as required.

As indicated in the Collective Agreement with CUPE Local 5014, Section 14.03 allows for the Employer to establish and alter starting and quitting times as necessary, with advance notice. Therefore, in the event that additional staff is required to conduct operations during the night shift, resources from the following day shift were re-scheduled. Over the past 5 winter seasons an estimated average of \$40,000 per season has been expended in Winter Operation overtime wages.

With the departure of one equipment operator and the pending leave of absence for two heavy equipment operators/crew leaders, recruiting has been carried out to fill some of the short term gaps. The staffing changes to the 2016-17 Winter Operations Plan are due to the calendar and staff changes within the department. With the reduction of the 0.5 full-time position in 2015, the dedicated Patrol Person scheduled from Monday to Friday for the afternoon shift will remain in place, however, one of the crews will again be reduced to four persons. The crews have also been rotated to ensure that the same people are not working the same timeframe as last year (i.e. Christmas, etc.).

Additional sidewalk/walkway in the Hesse and Armstrong Streets have been included in the designated routes as a result of the extension of the Active Trail system in that area.

Roadway sections included in the recently developed FPT Subdivision in the Dawson Point Road/Peter’s Road area have also been included in the snow-plowing operations.

Relevant Policy / Legislation / City By-Law

O Reg. 239/02 *Minimum Maintenance Standards for Municipal Highways*

By-Law 2008-069 (By-Law to Regulate Traffic and Parking of Vehicles)

Annual Operations Budget

Asset Management Plan Reference

Asset Management Strategy – Operations & Maintenance Activities – Roadway Network

Consultation / Communication

Presentation and discussion with Public Works Committee, October 6th, 2016

Presentation and discussion with Public Works Department staff, October 6th, 2016

Annual presentation to, and approval by, Municipal Council, October 18th, 2016

Municipal Web and Community Bulletin posting

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 operational functions and duties. As in the past, temporary seasonal staff may be required. Only one position would be being proposed at this time to cover for vacation requests by full time staff, as the need presents itself, during scheduled shift periods.

Adopting the same schedule as in recent years will continue to provide staff with an opportunity for a better work-life balance as well as opportunity to enhance their skills using a variety of equipment and at a wide array of tasks through training and experience.

Alternatives

No other alternatives were considered at this time.

Submission

Prepared by:

Reviewed and submitted for
Council’s consideration by:

“Original signed by”

“Original signed by”

G. Douglas Walsh, CET
Director of Public Works

Christopher W. Oslund
City Manager

APPENDIX N

2016 -17 Winter Shift Schedule

November

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
22:00 - 6:30													3	3	3	3	3	1e	1e	4	4	4	4	4	2a	2a	1	1	1	1
6:30 - 15:00													4,1,2	4,1,2	4,1,2	4,1,2	4,1,2	2c	2c	1,2,3	1,2,3	1,2,3	1,2,3	1,2,3	3c	3c	2,3,4	2,3,4	2,3,4	
15:00 - 23:30	AP	AP	AP	AP			AP	AP	AP	AP	AP		AP	AP	AP	AP	AP	2a	2a	AP	AP	AP	AP	AP	3a	3a	AP	AP	AP	

December

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
22:00 - 6:30	1	3a	3a	2	2	2	2	2	4a	4a	3	3	3	3	3	1a	1a	4	4	4	4	4	2b	2b	1	1	1	1	1	3b	3b
6:30 - 15:00	2,3,4	2,3,4	4d	4d	3,4,1	3,4,1	3,4,1	3,4,1	3,4,1	1d	1d	4,1,2	4,1,2	4,1,2	4,1,2	4,1,2	2d	2d	1,2,3	1,2,3	1,2,3	1,2,3	1,2,3	3d	3d	2,3,4	2,3,4	2,3,4	2,3,4	2,3,4	4b
15:00 - 23:30	AP	AP	4e	4e	AP	AP	AP	AP	AP	1e	1e	AP	AP	AP	AP	2e	2e	AP	AP	AP	AP	AP	AP	3e	3e	AP	AP	AP	AP	AP	4c

January

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	
22:00 - 6:30	2	2	2	2	2	4b	4b	3	3	3	3	3	3	1b	1b	4	4	4	4	4	2c	2c	1	1	1	1	1	3c	3c	2	2	2
6:30 - 15:00	4b	3,4,1	3,4,1	3,4,1	3,4,1	3,4,1	1b	1b	4,1,2	4,1,2	4,1,2	4,1,2	4,1,2	2b	2b	1,2,3	1,2,3	1,2,3	1,2,3	1,2,3	3b	3b	2,3,4	2,3,4	2,3,4	2,3,4	2,3,4	4a	4a	3,4,1	3,4,1	
15:00 - 23:30	4c	AP	AP	AP	AP	AP	1c	1c	AP	AP	AP	AP	AP	2c	2c	AP	AP	AP	AP	AP	3c	3c	AP	AP	AP	AP	AP	4d	4d	AP	AP	

February

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28
22:00 - 6:30	2	2	4c	4c	3	3	3	3	3	1c	1c	4	4	4	4	4	2d	2d	1	1	1	1	1	3d	3d	2	2	2
6:30 - 15:00	3,4,1	3,4,1	3,4,1	1a	1a	4,1,2	4,1,2	4,1,2	4,1,2	4,1,2	2a	2a	1,2,3	1,2,3	1,2,3	1,2,3	1,2,3	3a	3a	2,3,4	2,3,4	2,3,4	2,3,4	2,3,4	4e	4e	3,4,1	3,4,1
15:00 - 23:30	AP	AP	AP	1d	1d	AP	AP	AP	AP	AP	2d	2d	AP	AP	AP	AP	3d	3d	AP	AP	AP	AP	AP	AP	4b	4b	AP	AP

March

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
22:00 - 7:30	2	2	4d	4d	3	3	3	3	3	1d	1d	4	4	4	4	4	2e	2e	1	1	1	1	1	3e	3e	2	2	2	2	4e	
6:30 - 15:00	3,4,1	3,4,1	3,4,1	1e	1e	4,1,2	4,1,2	4,1,2	4,1,2	4,1,2	2e	2e	1,2,3	1,2,3	1,2,3	1,2,3	1,2,3	3e	3e	2,3,4	2,3,4	2,3,4	2,3,4	2,3,4	4c	4c	3,4,1	3,4,1	3,4,1	3,4,1	3,4,1
15:00 - 23:30	AP	AP	AP	1b	1b	AP	AP	AP	AP	AP	2b	2b	AP	AP	AP	AP	3b	3b	AP	AP	AP	AP	AP	AP	4a	4a	AP	AP	AP	AP	AP

April

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
22:00 - 7:30	4e	3	3	3	3	3	1e	1e	4	4	4	4	4																	
6:30 - 15:00	1c	1c	4,1,2	4,1,2	4,1,2	4,1,2	4,1,2	2c	2c	1,2,3	1,2,3	1,2,3	1,2,3	1,2,3																
15:00 - 23:30	1a	1a	AP	AP	AP	AP	AP	2a	2a	AP	AP	AP	AP	AP																
6:30 - 15:00																	1,2,3,4	1,2,3,4	1,2,3,4	1,2,3,4	1,2,3,4			1,2,3,4	1,2,3,4	1,2,3,4	1,2,3,4	1,2,3,4	1,2,3,4	

Weekend Stat Holiday AP Afternoon Patrol

Subject: Tender Award – T. Shores
Infrastructure Upgrades

Report No.: PW-046-2016
Agenda Date: October 18, 2016

Attachments

Appendix 01: Consultant's Report -Tender Results

Appendix 02: Environmental Capital Projects Financial Analysis/Forecast

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-046-2016;
2. That as outlined in Section 3.5 of the City's Purchasing Policy, Council approves the award of the Temiskaming Shores Infrastructure Upgrades – Phase 1 project contract to Pederson Construction (2013) Inc. in the amount of \$8,177,563.50 plus applicable taxes;
3. That Council directs the Treasurer to proceed with an application to the Ontario Infrastructure & Lands Corporation (OILC) to borrow the City's unfunded portion of the project estimated at \$4,364,148; and
4. That Council directs Staff to prepare the necessary by-law and agreement for consideration at the October 18, 2016 Regular Council meeting.

Background

On September 25, 2015 an Expression of Interest was submitted to the Building Canada / Small Communities Fund (BCF- SCF) detailing the need for funding to complete the upgrading of the Gray Road Pumping Station, the construction of the Elm – Robert Street Pumping Station and the reconstruction of Elm Street to eliminate public health and environmental impact concerns related to system by-passes.

On January 4, 2016 the BCF – SCF advised that the Expression of Interest had been selected to move to the full application phase and that the submission would be required by February 12, 2016. Application SCF- 0523 being an application for Phase 1 - Upgrading of Infrastructure in Temiskaming Shores was submitted on February 4, 2016 complete with approvals, documentation and a funding schedule showing that the project would be completed during the 2018 – 19 federal fiscal year.

On August 5, 2016 the City received written confirmation that the application had been approved for funding based on the total net estimated cost of \$6,387,000. Both levels of senior government have committed to a funding allocation of \$2.1M each.

In anticipation of successful funding, staff and consultants prepared “pre-qualification” documents for circulation to potential bidders through a trades notification source as well as through the City. A total of 15 suppliers / contractors expressed interest in the project, however, only three (3) general contractors submitted the required documentation by the closing date of September 7, 2016. Following the review of submissions and qualification of the three responders by the Review Committee (including senior City Staff as well as representatives from EXP Services), two of the Contractors were deemed to be qualified and were provided with contract documents.

Analysis

Tender closing date was Friday, October 7, 2016 at 3:00 p.m. at which time the two qualified contractor(s) submitted bid proposals.

The tenders were analysed for errors and/or omissions as outlined in the Consultants Tender Report – Appendix 01.

The process for obtaining competitive pricing was in keeping with the City’s Purchasing Policy (By-Law 2009-012).

A summary of the corrected results for the tender process are included in the table below.

Bidder	Tender Amount	Non-Refundable HST	Total
Pedersen Const.(2013) Inc.	\$8,177,536.50	\$143,924.64	\$8,321,461.10
R. M. Belanger Const. Ltd.	\$9,288,614.40	\$163,479.61	\$9,452,094.01

Tender Amount includes a 5% Contingency Allowance.

Pedersen Construction (2013) Inc. has successfully completed similar projects in Northern Ontario as well as Temiskaming Shores and has demonstrated the ability to successfully complete work as intended and would oversee the work (as the General Contractor) of a number of sub-contract trades within the outlined scope of work.

Relevant Policy / Legislation / City By-Law

By-law No. 2009-012, *Purchasing Policies and Procedures*, Section 3.5 Approval

2016 Capital Budget (First of two-three year project)

Asset Management Plan Reference

Asset Management Strategy – Replacement and Expansion Priority Activities – Sanitary Sewer System, (Sections 6.5.1.2 and 6.7.1.1)

This project will replace the existing undersized Gray Road PS as well as add a new PS at Elm / Robert Street to alleviate health and safety and environmental concerns.

The buried infrastructure, sidewalks, curbs and roadway surface on Elm Street will also be upgraded / replaced.

Consultation / Communication

Update on tendering process provided to the Public Works Committee on October 6, 2016

Financial / Staffing Implications

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

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

The original estimate for this project (excluding HST) was as follows:

Design/Engineering	\$ 13,274
Contract Admin	\$ 362,832
<u>Construction</u>	<u>\$5,900,442</u>
TOTAL	\$6,276,548

The tender results exceed the estimated construction budget by \$2,277,122. The City has already entered into an agreement with EXP for Contract Admin services in the amount of \$380,561 (excluding HST) which exceeds the original estimate by \$4,455.

The City will be receiving Federal/Provincial funding in the amount of \$4,200,000 through the Build Canada Fund. We will also be utilizing our 2017 OCIF Formula Based Funding allocation in the amount of \$144,572.

Staff is recommending that the balance of the project costs including non-refundable HST and totalling approximately \$4,364,148 be financed through the issuance of debentures.

Alternatives

While cancelling the tender award is an option, it is not being recommended at this time.

Submission

Prepared by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

G. Douglas Walsh
Director of Public Works

Christopher W. Oslund
City Manager



October 11, 2016

Corporation of the City of Temiskaming Shores
325 Farr Drive,
Haileybury, Ontario.
P0J 1K0

Attention: Mr. Chris Oslund
City Manager

Re: City of Temiskaming Shores
Temiskaming Shores Infrastructure Upgrades – Phase 1
Project No.: NWL-01601029
Tender No.: RFT-PWC-002-2016

Dear Mr. Oslund,

We are pleased to present our review of the Tenders received on October 7, 2016 for the above-noted project. A total of two (2) tender packages were received for the proposed works. Our review of the submissions follows.

Tenders were received from Pedersen Construction (2013) Inc. and R.M. Belanger Ltd. Each tender was reviewed for mathematical errors and completeness of the tender package. The following are our comments:

- Both contractors chose to submit Bid Bonds which was in accordance with the Tender requirements.
- The Agreement to Bond was included in both packages.
- Both packages included a signed and sealed Form of Tender.
- Pedersen Construction (2013) Inc. included Addenda No. 1 through No. 5 in their package.
- Pedersen Construction (2013) Inc. Tender package was found to be mathematically correct.
- R.M. Belanger Ltd. included Addenda No. 1 through No. 5 in their package.
- R.M. Belanger Ltd. Tender package was found to have the following errors:
 - Tender Item 17.3, amount corrected from \$57,473.28 to \$57,473.10.
 - Part A Subtotal Amount corrected to \$4,448,279.86 to reflect the above correction.
 - Total tendered amount on Page 1 of Form of Tender entered without HST; value corrected to \$9,288,614.40.

exp Services Inc.

Corporation of the City of Temiskaming Shores
Re: Tender Report and Recommendations
Project No.: NWL-01601029
Date: October 11, 2016

The ranking of the two Tenders received is as follows:

1. Pedersen Construction (2013) Inc. (**\$8,177,536.50**) excluding HST.
2. R.M. Belanger Ltd. (**\$9,288,614.40**) excluding HST.

We recommend the City of Temiskaming Shores proceed with the preparation of the Articles of Agreement with Pedersen Construction (2013) Inc. for a contract value of **Eight Million, One Hundred and Seventy-Seven Thousand, Five Hundred and Thirty-Six.....50/100 (\$8,177,563.50) (Excl. HST).**

Should you have any questions, please do not hesitate to contact our office.

Sincerely,
exp Services Inc.



Mark Langille, B.Eng,
Project Manager.

ENVIRONMENTAL CAPITAL PROJECTS FINANCIAL ANALYSIS/FORECAST

Project	Total Cost	Funding	Partnership	Borrowing	Reserves	City Cost
NL/Dymond Looping (2015/2016)	4,311,639	2,446,392			1,585,962	279,284
Gray Road Lift Station & Infrastructre (2016/2017)	8,708,720	4,344,572		4,364,148		(0)
NC Water Integration Project (2016/2017)	2,094,119	1,675,603		418,516		0
Other Enviro Projects (2016)	701,638		82,500		376,964	242,174
Land Acquisition (50% share) (2016)	73,772				73,772	(0)
Vehicle Replacement (2016)	447,591			447,591		-
McCamus WTP Upgrades (2017) **	825,000	516,000		309,000		-
Capital Projects Recommended	16,337,479	8,466,567		5,539,255	2,036,698	521,458

January 1, 2015 Reserve Balance	2,036,698
2015/2016 Reserve Used	2,036,698
December 3,1, 2016 Reserve Balance	<u>(0)</u>

** Funds to cover the City's portion of the project may be available from 2017 Transfer from Operations, this will be determined during the budget process.

Subject: Change Order – SLE Construction
 Boardwalk Upgrades

Report No.: PW-047-2016
Agenda Date: October 12, 2016

Attachments

- Appendix 01:** SLE Quote
- Appendix 02:** Contract Change Order No. 001

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report PW-047-2016; and
2. That Council approves Contract Change Order No. 001 to By-law No. 2016-047, being an agreement with SLE Construction to provide labour and material for upgrades to the boardwalk at the Haileybury Marina in the amount of **\$17,950.00** plus applicable taxes.

Background

Earlier this year, Council entered into an agreement with SLE Construction, through By-law No. 2016-047 for \$49,140 plus applicable taxes.

This project is almost complete, however staff felt it necessary to ensure compliance with the new Accessibility regulations and complete upgrades to the remainder of the board walk around the beach area.

Analysis

A meeting was held with the City Manager, Treasurer, Director of Leisure Services and the Manager of Physical Assets to review the Waterfront Upgrades Project. It was determined that there were sufficient funds available to undertake the additional upgrades to the board walk in Haileybury.

Financial / Staffing Implications

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

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

The overall Waterfront Development Project currently has an approximate balance of \$42,000 of unspent budget.

Although not contemplated in the original contract with SLE Construction, the additional work is within the overall Waterfront Development Project Budget.

Alternatives

No alternatives were considered.

Submission

Prepared by:

Reviewed and approved by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

"Original signed by"

Mitch Lafreniere
Manager of Physical
Assets

G. Douglas Walsh, CET
Director of Public Works

Christopher W. Oslund
City Manager

SLE

ROOFING & CONSTRUCTION

254 ROBERT STREET
NEW LISKEARD ONT.
P.O. BOX 511
P0J 1P0

CELL:705-648-3926
E-MAIL:STEPHANE_LAFERRIERE@HOTMAIL.CA

ESTIMATE

Date	Estimate #
10/11/2016	708

CLIENTS NAME/ADDRESS

CITY OF TEMISKAMING SHORES
P.O. BOX 2050
HAILEYBURY, ONT
P0J 1K0

Project

Description	Qty	Rate	Total
EXTRA WORK ON ACCESSIBILITY UPGRADES AS WELL AS ADDITIONAL WORK DISCUSS ON SITE			
COST OF MATERIAL AND LABOUR		17,950.00	17,950.00
GST on sales		5.00%	897.50
PST (ON) on sales		8.00%	1,436.00
HST# 844840777 RT0001	Total		\$20,283.50

Contract Change Order

Project Title: Marina Boardwalk Upgrades	Change Order No.:	001
Contractor/Consultant: SLE Construction	Contract Value:	\$ 49,140.00
Project No.: Not Applicable	CO Value:	\$ 17,950.00
Date: October 18, 2016	Current Contract Value:	\$67,050.00

Project Description

The City entered into an agreement with SLE Construction through By-law No. 2016-047 for Boardwalk Upgrades at the Haileybury Waterfront.

Description of Contract Change Order

Additions to the agreement to ensure compliance with the new Accessibility regulations.

Attachments

None

Respectfully received by:

Reviewed and recommended for approval by:

“original signed by”

“original signed by”

 Mitch Lafreniere
 Manager of Physical Assets

 G. Douglas Walsh, CET
 Director of Public Works

The Corporation of the City of Temiskaming Shores

By-law No. 2016-160

**Being a by-law to authorize the Purchase of Land from
RioCan Holdings Inc. being Part 1 on Plan 54R-3748 & Part 17
on Plan 54R-3676 for the establishment of a Road Allowance**

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

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

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

And whereas Council considered Administrative Report CS-016-2016 at the October 4, 2016 Regular Council meeting and directed staff to prepare the necessary by-law to authorize the entering into an Offer to Purchase with RioCan Holdings Inc. for the acquisition of Part 1 on Plan 54R-3748 and Part 17 on Plan 54R-3676 for the establishment of a Road Allowance for consideration at the October 18, 2016 Regular Council meeting;

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

1. That Council authorizes the City Manager to enter into an Offer to Purchase with RioCan Holdings Inc. as Transferor and the City of Temiskaming Shores as the Transferee, in the form annexed hereto as Schedule "A" and forming part of this by-law;
2. That Council agrees to purchase the land legally described as Part 1 on Plan 54R-3748 and Part 17 on Plan 54R-3676 from RioCan Holdings Inc. for the sum of \$140,000 and other such considerations outlined in the said agreement;
3. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law after 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 18th day of October, 2016.

Mayor – Carman Kidd

Clerk- David B. Treen



Schedule "A" to

By-law No. 2016-160

Land Purchase Agreement between

The Corporation of the City of Temiskaming Shores

and

RioCan Holdings Inc.

Part 1 on Plan 54R – 3748 and Part 17 on Plan 54R – 3676

KEMP PIRIE CROMBEEN

OFFER TO PURCHASE

The Corporation of the City of Temiskaming Shores
(as "Purchaser"), having inspected the property, hereby agree to and with

RioCan Holdings Inc.
(as "Vendor") to purchase the premises legally described as follows:

PT LT 9 CON 3 DYMOND, PT 1 54R3748 S/T LT 270932;
PT 17 54R3676;
TEMISKAMING SHORES;
DISTRICT OF TIMISKAMING

(herein called the "real property") at the price of **ONE HUNDRED FORTY THOUSAND DOLLARS (\$140,000.00)** payable **FIVE HUNDRED DOLLARS (\$500.00)** to the Vendor's solicitor as a deposit to be held in trust pending completion or other termination of this Agreement and to be credited on account of the purchase price on closing and agree to pay the balance of the purchase price by certified cheque, subject to adjustments, on the closing date hereinafter set forth.

RELEASE OF INFORMATION:

Vendor authorizes the release of any information relating to the real property to the Purchaser and the Purchaser's solicitor by any governmental body or authority and appoints the Purchaser and the Purchaser's solicitor as its agent for the purpose. Without limiting the generality of the foregoing the Vendor consents to the disclosure to the Purchaser and the Purchaser's solicitor of any information relating to the real property or the use thereof pursuant to the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, C.F. 31 and the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, C. M. 56.

DEFICIENCY NOTICES AND WORK ORDERS:

The vendor represents that as at the date of acceptance hereof the Vendor has not received from any municipal or other governmental authority any deficiency notice or work order affecting the real property pursuant to which any deficiencies are required to be remedied or any demolition, repairs or replacements are required to be carried out. If

the Vendor receives any such deficiency notice or work order after the date of acceptance hereof, the Vendor shall forthwith produce same to the Purchaser for inspection. If by the date of closing the Vendor has not either (a) complied with such deficiency notice or work order, or (b) settled with the Purchaser any question of an abatement of the purchase price arising out of such deficiency notice or work order, the Purchaser may at his option either (a) accept the real property subject to such deficiency notice or work order or (b) terminate this Agreement. In the event of termination as aforesaid, all moneys paid hereunder shall be returned to the Purchaser without interest or deductions.

ADOPTION OF LSUC - OBA DOCUMENT REGISTRATION AGREEMENT

Provided the solicitors for each of the vendor and the purchaser are able to complete transactions using electronic registration, the parties agree to complete this transaction using electronic registration, to adopt the LSUC-OBA Document Registration Agreement in use on the Closing Date, and to abide by, and instruct their solicitors to abide by, the closing procedures set forth therein for electronic registration.

TENANCY:

Tenancy, if any *N/A*

FIXTURES:

The purchase price includes the following, free and clear of encumbrances: *N/A*

All fixtures which shall remain affixed to the real property, except the following which the Vendor may remove prior to closing: *N/A*

CHATTELS:

The purchase price includes the following chattels, free and clear of encumbrances:
N/A

ACCEPTANCE:

This Offer shall be irrevocable by the Purchaser until **11:59 P.M. on the 10th day of June** after which time, if not accepted, this Offer shall be null and void and the deposit returned to the Purchaser without interest or deduction.

TITLE:

Title to the real property shall be good and free from all encumbrances, except as set out in this Agreement, and except local rates, and except as to any registered restrictions or covenants that run with the land, and subdivision agreements with the municipality, provided the same have been complied with, and except for minor easements for hydro, gas, telephone or like services. Purchaser shall accept the real property subject to municipal and other governmental requirements, including building and zoning by-laws, regulations and orders, provided same have been complied with.

REQUISITIONS:

Purchaser shall be allowed until closing to investigate the title at his own expense and to satisfy himself that there is no breach of municipal or other governmental requirements affecting the real property, that its present use may be lawfully continued and that the principal buildings may be insured against risk of fire. If within that time any valid objection to title or to any breach of municipal or other governmental requirements, or to the fact that the present use may not be lawfully continued, or that the principal buildings may not be insured against risk of fire, which the Vendor is unable or unwilling to remove, remedy or satisfy, and which the Purchaser will not waive, this Agreement shall notwithstanding any intermediate acts or negotiations, be null and void and the deposit money returned to the Purchaser, without interest or deduction, and the Vendor shall not be liable for any costs or damages whatever. Save as to any valid objection so made within such time the Purchaser shall be conclusively deemed to have accepted the Vendor's title to the real property.

SURVEYS AND DOCUMENTS:

The Purchaser shall not call for the production of any title deed, abstract, survey or other evidence of title except such as are in the possession or control of the Vendor. The Vendor agrees that he will deliver any existing survey to the Purchaser as soon as possible and prior to the last day allowed for examining title. In the event that a discharge of any mortgage or charge held by a Chartered Bank, Trust Company, Credit Union or Insurance Company which is not to be assumed by the Purchaser on completion, is not available in registrable form on completion, the Purchaser agrees to accept the Vendor's solicitor's personal undertaking to obtain, out of the closing funds, a discharge or cessation of charge in registrable form and to register same on title within a reasonable period of time after completion, provided that on or before completion the Vendor shall provide to the Purchaser a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, together with a direction executed by the Vendor directing payment to the mortgagee, of the amount required to obtain the discharge out of the balance due on completion.

CLOSING:

This Agreement shall be completed on or before June 24, 2016 on which date vacant possession of the real property shall be given to the Purchaser unless otherwise provided for herein.

INSPECTION OF PROPERTY:

The Purchaser acknowledges having inspected the real property prior to submitting this Offer and understands that upon the Vendor accepting this offer there shall be a binding Agreement of Purchase and Sale between the Purchaser and the Vendor. The Purchaser shall be entitled to inspect the real property immediately prior to the date for completion.

ADJUSTMENTS:

Unearned fire insurance premiums, fuel, taxes, rentals and all local improvements and water rates and other charges for municipal improvements to be apportioned and allowed to the date of completion of sale (the day itself to be apportioned to the Purchaser). Provided Purchaser may elect not to accept assignment of fire insurance in which case no adjustment for insurance premiums.

COSTS:

The deed or transfer, save for Land Transfer Tax Affidavit, to be prepared at the expense of the Vendor in a form acceptable to the Purchaser and if a mortgage or charge is to be given back, it shall be prepared at the expense of the Purchaser in a form acceptable to the Vendor.

PLANNING ACT COMPLIANCE:

This Agreement shall be effective only if the provisions of Section 50 of the *Planning Act*, R.S.O. 1990, C.P. 13 as amended, are complied with, and the Vendor agrees, at his expense, to comply with such provisions and to proceed diligently with the application for such compliance, and preparation of the requisite reference plan of survey by an Ontario Land Surveyor.

The Transfer/Deed of Land to be given to the Purchaser shall contain a statement of the Vendor and the Vendor's solicitor pursuant to section 50(22) of the Planning Act, R.S.O. 1990, C.P. 13 as amended.

WARRANTY – NO GROWTH OR MANUFACTURE OF ILLEGAL SUBSTANCES

The Vendor represents and warrants that during the time the Vendor has owned the property, the use of the property and the buildings and structures thereon has not been for the growth or manufacture of any illegal substances, and that to the best of the Vendor's knowledge and belief, the use of the property and the buildings and structures thereon has never been for the growth or manufacture of illegal substances. This warranty shall survive and not merge on the completion of this transaction.

SPOUSAL CONSENT:

The Vendor represents and warrants that no consent to this transaction is required pursuant to s.21(1) of the *Family Law Act*, R.S.O. 1990, C.F. 3 unless the Vendor's spouse has executed this agreement to consent thereto, and that the Transfer/Deed shall contain a statement by the Vendor as required by section 21(3) of the *Family Law Act*, R.S.O. 1990, C.F. 13 or the spouse of the Vendor shall execute the Transfer/Deed to consent thereto.

RESIDENCY OF VENDOR:

Vendor further agrees to produce evidence that he is not now and that on closing he will not be a non-resident of Canada within the meaning of s.116 of the *Income Tax Act* of Canada, or in the alternative, evidence that the provisions of s.116 regarding disposition of property by a non-resident person have been complied with at or before closing, failing which the Purchaser will be credited towards the purchase price with the amount, if any, which shall be necessary for the Purchaser to pay to the Minister of Revenue in order to satisfy the Purchaser's liability in respect of tax payable by the Vendor under S. 116 of the *Income Tax Act* of Canada by reason of the sale.

FACSIMILE AND ELECTRONIC TRANSMISSION:

Either party may execute this agreement by signing a facsimile or electronic transmission thereof. The parties agree that execution by any party of a facsimile or electronic transmission shall be in all respects identical to execution of an original or photocopy. The parties agree to accept a facsimile or electronic transmission of the signature of any party as evidence of the fact that the agreement has been executed by

that party. In all respects a facsimile or electronic transmission signature may be accepted as having the same effect as an original signature.

COUNTERPART:

This agreement may but need not be executed in counterpart.

TIME OF ESSENCE:

This Offer, when accepted, shall constitute a binding contract of purchase and sale, and time in all respects shall be of the essence in this Agreement.

GST/HST:

If this transaction is subject to Goods and Services Tax/Harmonized Sales Tax (G.S.T./H.S.T.) pursuant to the *Excise Tax Act* (Canada) as amended (the "Act") then such G.S.T./H.S.T. shall be in addition to and not included in the purchase price, and:

- (a) G.S.T./H.S.T. shall be collected and remitted by the Vendor in accordance with applicable legislation; or,
- (b) if applicable, the parties shall jointly execute an election pursuant to S. 167(1) of the Act, such election to be filed by the Purchaser as required under the Act; or,
- (c) if the Purchaser is registered under the Act the Purchaser shall provide the Vendor and his solicitor with proof of his G.S.T./H.S.T. registration number in a form reasonably satisfactory to the Vendor and his solicitor.

If this transaction is not subject to G.S.T./H.S.T. pursuant to the Act, the Vendor agrees to provide on or before closing to the Purchaser or Purchaser's solicitor a certificate in the form prescribed by the Act, if so prescribed, or otherwise in a form reasonably satisfactory to the Purchaser and his solicitor certifying that the transaction is not subject to G.S.T./H.S.T..

REPRESENTATIONS AND WARRANTIES:

It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement or the real property or supported hereby other than as expressed herein in writing.

TENDER:

Any tender of documents or money hereunder may be made upon the Vendor or Purchaser or upon the solicitor acting for the party on whom tender is desired, and it shall be sufficient that a cheque certified by a chartered bank or a trust company or the trust cheque of the law firm acting for the party desiring such tender be tendered instead of cash.

COSTS OF REGISTRATION:

Each party to pay the costs of registration and taxes on his own documents.

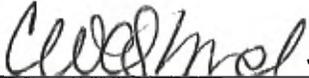
GENDER:

This Offer and the resulting Agreement to be read with all changes of gender or number required by the context.

-the next page is the signing page-

SIGNED, SEALED AND DELIVERED this _____ day of June, 2016.

The Corporation of the City of Temiskaming Shores

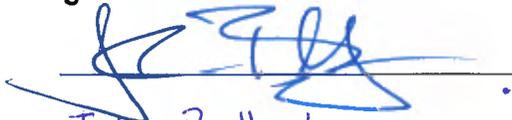
Per: 
Christopher W. Osland, City Manager

I have the authority to sign on behalf of the Corporation.

The Vendor hereby accepts the above offer.

Dated at TORONTO this 28 day of September, 2016.

RioCan Holdings Inc.

Per: 

Name: John Ballentyne

Title: SVP ASSET MANAGEMENT
RIOCAN REIT

Per: _____

Name: _____

Title: _____

I/ we have the authority to sign on behalf of the Corporation.

Purchaser's Address:

325 Farr Drive / P.O. Box 2050
Haileybury, Ontario
P0J 1S0

Phone Number: (705) 672 - 3363
Fax Number: (705) 672 - 2911
Cell Number: (705)

Vendor's Address:

2300 Yonge Street, Suite 500, P.O. Box 2386
Toronto, Ontario
M4P 1E4

Phone Number: (416) 866 - 3033
Fax Number: (416) 866 - 3020
Cell Number: (705)

Purchaser's Solicitor:

KEMP PIRIE CROMBEEN

Attn: Brigid Wilkinson

P.O. Box 1540, 22 Armstrong St.

New Liskeard, Ontario

P0J 1P0

Phone Number: (705) 647-7353

Fax Number: (705) 647-6473

Vendor's Solicitor:

FOGLER, RUBINOFF LLP LAWYERS

Attn: Joel D. Farber

TD Centre North Tower

Toronto, Ontario

M5K 1G8

Phone Number: (416) 365-3707

Fax Number: (416) 941-8852

The Corporation of the City of Temiskaming Shores

By-law No. 2016-161

Being a by-law to amend By-law No. 2015-150 being a by-law to enter into an agreement with Her Majesty the Queen in Right of Canada as represented by the Ministry of Industry – FedNor Northern Ontario Pavilion at 2016 PDAC Event – Amendment No. 1

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 Council considered Memo No. 024-2016-CS at the October 18, 2016 Regular Council meeting and directed staff to prepare the necessary by-law to amend By-law No. 2015-150 to include Amendment No. 1 for consideration at the October 18, 2016 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. 2015-150, as amended be hereby further amended by Agreement No. 1, a copy of which is hereto attached as Schedule "A" and forms part of this by-law.
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make 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 18th, day of October, 2016.

Mayor – Carman Kidd

Clerk – David B. Treen



Industry Canada

FedNor

19 Lisgar Street
Suite 307
Sudbury, Ontario
P3E 3L4

Industrie Canada

FedNor

19, rue Lisgar
Bureau 307
Sudbury (Ontario)
P3E 3L4

15-150



SEP 26 2016

Project Number: 851-807275

Mr. Carman Kidd
Mayor
Corporation of the City of Temiskaming Shores
325 Farr Drive, P.O. Box 2050
Haileybury ON P0J 1K0

Dear Mr. Kidd:

**Re: Northern Ontario Mining Showcase 2016
Amendment Number: 1**

As a result of your request dated May 5, 2016, FedNor is prepared to amend our Contribution agreement of June 25, 2015 as follows:

Delete: Clause 2.1 The Recipient shall ensure that the Project described in Annex 1 (the "Project") commences on or before September 1, 2015 (the "Commencement Date") and is completed on or before June 30, 2016 (the "Completion Date").

Substitute: Clause 2.1 The Recipient shall ensure that the Project described in Annex 1 (the "Project") commences on or before September 1, 2015 (the "Commencement Date") and is completed on or before August 31, 2016 (the "Completion Date").

Delete: Annex 1 THE PROJECT - STATEMENT OF WORK

I. PROJECT SCOPE

iii) Dates: b) Completion Date - June 30, 2016

Project Costs and Financing:

<u>Project Costs:</u>		<u>Financing:</u>	
Eligible Costs		FedNor	\$380,000
- Supported	\$380,000	Other Federal	
- Not Supported	\$30,000	Provincial	
Ineligible Costs		Municipal	
		Financial Institution	
		Recipient	
		Other	\$30,000
Total	\$410,000		\$410,000

	<u>Supported</u>	<u>Not Supported</u>	<u>Total</u>
<u>Eligible Costs:</u>			
Venue rental \$155,000 and Venue rental (by SMEs) \$30,000	\$155,000	\$30,000	\$185,000
Staging, AV, furniture, parking, Internet, etc.	\$120,000		\$120,000
Professional services	\$42,000		\$42,000
Marketing/promotion and translation	\$45,000		\$45,000
Committee travel	\$18,000		\$18,000
TOTAL ELIGIBLE COSTS	\$380,000	\$30,000	\$410,000
<u>Ineligible Costs:</u>			
TOTAL INELIGIBLE COSTS			
TOTAL PROJECT COSTS			\$410,000

Substitute: Annex 1 THE PROJECT - STATEMENT OF WORK

I. PROJECT SCOPE

iii) Dates: b) Completion Date - August 31, 2016

Project Costs and Financing:

<u>Project Costs:</u>		<u>Financing:</u>	
Eligible Costs		FedNor	\$380,000
- Supported	\$380,000	Other Federal	
- Not Supported	\$30,000	Provincial	
Ineligible Costs		Municipal	
		Financial Institution	
		Recipient	\$30,000
		Other	
Total	\$410,000		\$410,000

	<u>Supported</u>	<u>Not Supported</u>	<u>Total</u>
<u>Eligible Costs:</u>			
Venue rental	\$175,980	\$30,000	\$205,980
Staging, AV, furniture, parking, Internet, etc.	\$114,120		\$114,120
Professional services	\$21,878		\$21,878
Marketing/promotion and translation	\$53,055		\$53,055
Committee Travel	\$14,967		\$14,967
TOTAL ELIGIBLE COSTS	\$380,000	\$30,000	\$410,000
<u>Ineligible Costs:</u>			
TOTAL INELIGIBLE COSTS			
TOTAL PROJECT COSTS			\$410,000

All other terms and conditions of our Contribution agreement remain unchanged.

This amendment is open for acceptance for a period of 30 days following the date on the first page, after which it will be null and void. This amendment shall be effective the date the duplicate copy of this amendment, unconditionally accepted and duly executed by the Recipient, is received by FedNor.

If further information is required, please contact Denise Deschamps toll-free at 1-877-333-6673 ext. 3276 or 705-471-3276 in our North Bay office.

Yours sincerely,

Aime J. Dimatteo
Director General
FedNor

Corporation of the City of Temiskaming Shores

Project Number: 851-807275

Amendment Number: 1

The foregoing is hereby accepted this _____ day of _____, _____.

Per: _____
Signature of Recipient

Title

Per: _____
Signature of Recipient

Title

The Corporation of the City of Temiskaming Shores

By-law No. 2016-162

Being a by-law to enter into a Funding Agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Agriculture, Food and Rural Affairs under the New Building Canada Fund – Small Community Fund – Infrastructure Upgrades (Phase I) – construction of the pumping station on Gray Rd and upgrades to associated infrastructure to increase efficiency of the wastewater collection and treatment systems - Project No. SCF-0523

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

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

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

And whereas Council considered Memo No. 026-2016-PW at the October 18, 2016 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an funding agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Agriculture, Food and Rural Affairs under the New Building Canada – Small Communities Fund for consideration at the October 18, 2016 Regular Council meeting;

the looping of the North Cobalt municipal drinking water system to ensure reliable, safe and clean drinking water;

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

1. That the Mayor and Clerk be authorized to enter into a funding agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Agriculture, Food and Rural Affairs for the construction of the pumping station on Gray Road and upgrades to associated infrastructure to increase efficiency of the wastewater collection and treatment systems, a copy of which is attached hereto as Schedule "A" and forming part of this by-law; and
2. That the Mayor and Clerk of the City of Temiskaming Shores are hereby authorized to execute amendments to this agreement after the passage of this by-law, where Council has requested and/or approved the said amendment through a Resolution of Council.

3. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

Read a first, second and third time and finally passed this 18th day of October, 2016.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law No. 2016-162

Being a funding Agreement between

The Corporation of the City of Temiskaming Shores

and

Ministry of Agriculture, Food and Rural Affairs

for construction of the pumping station on Gray Road and upgrades to associated infrastructure to increase efficiency of the wastewater collection and treatment systems SCF-0523

NEW BUILDING CANADA FUND – SMALL COMMUNITIES FUND AGREEMENT

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
as represented by the Minister of Agriculture, Food and Rural Affairs

(the “**Province**”)

– and –

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES
(the “**Recipient**”)

I. BACKGROUND

The Government of Canada established the Small Communities Fund (the “**SCF**”) as a component of the New Building Canada Fund under the Economic Action Plan 2013 as a renewed commitment to infrastructure priorities across Canada.

The Government of Canada has committed one billion dollars (\$1,000,000,000.00) over ten (10) years towards the SCF for projects in smaller communities that address local priorities while contributing to national or regional objectives, support economic growth, a clean environment and stronger communities.

The purpose of the SCF is to improve and renew public infrastructure in Ontario’s communities with populations under one hundred thousand (100,000) people.

The Government of Ontario has also made a renewed commitment to infrastructure within Ontario.

The Government of Canada and the Government of Ontario entered into the Canada – Ontario New Building Canada Fund Small Communities Fund Funding Agreement 2014-2024, effective November 3, 2014, which set out the rights, obligations and requirements with respect to investments under the SCF.

The Recipient applied to the SCF for funding to assist the Recipient in carrying out the Project, the Recipient is eligible to receive funding under the SCF and both Ontario and Canada wish to provide funding for the Project.

II. CONSIDERATION

In consideration of the mutual covenants and agreements contained in this agreement (the “**Agreement**”) and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged, the Province and the Recipient (the “**Parties**”) agree as follows:

III. ENTIRE AGREEMENT

This Agreement, including

Schedule “A” – General Terms And Conditions,
Schedule “B” – Operational Requirements And Additional Terms and Conditions,
Schedule “C” – Project Description,

Schedule “D” – Project Financial Information,
Schedule “E” – Communications Protocol,
Schedule “F” – Reporting Requirements, and
any amending agreement entered into as provided for below,

constitutes the entire agreement between the Parties with respect to the subject matter contained in this Agreement and supersedes all prior oral or written representations and agreements.

IV. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

V. AMENDING AGREEMENT

This Agreement may only be amended by a written agreement duly executed by the Parties.

VI. ACKNOWLEDGEMENT

The Recipient:

- (a) Acknowledges that it has read and understands the provisions contained in the entire Agreement; and
- (b) Agrees to be bound by the terms and conditions in the entire Agreement.

IN WITNESS WHEREOF the Parties have executed this Agreement on the dates set out below.

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO,
as represented by the Minister of Agriculture, Food and Rural Affairs

Name:	Randy Jackiw	Date	
Title:	Assistant Deputy Minister		

I have the authority to bind the Crown pursuant to delegated authority.

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES

AFFIX
CORPORATE
SEAL

Name:		Name:	
Title:		Title:	
Date:		Date:	

I/We have the authority to bind the Recipient.

SCHEDULE “A” GENERAL TERMS AND CONDITIONS

ARTICLE 1 INTERPRETATION AND DEFINITIONS

1.1 Interpretation. For the purposes of interpreting this Agreement:

- (a) Words in the singular include the plural and *vice versa*;
- (b) Words in one gender include all genders;
- (c) The headings do not form part of this Agreement; they are for reference only and will not affect the interpretation of this Agreement;
- (d) Any reference to dollars or currency will be in Canadian dollars and currency;
- (e) Any reference to a statute means a statute of the Province of Ontario, unless otherwise indicated;
- (f) Any reference to a statute is to that statute and to the regulations made pursuant to that statute as that statute and regulations may be amended from time to time and to any statute or regulations that may be passed that have the effect of supplanting or superseding that statute or regulation unless a provision of the Agreement provides otherwise;
- (g) All accounting terms will be interpreted in accordance with the Generally Accepted Accounting Principles and all calculations will be made and all financial data to be submitted will be prepared in accordance with the Generally Accepted Accounting Principles in effect in Canada; and
- (h) The words “include”, “includes” and “including” denote that the subsequent list is not exhaustive.

1.2 Definitions. In this Agreement, the following terms will have the following meaning

“**Aboriginal Group**” includes the Indian, Inuit and Métis peoples of Canada or any other group holding Aboriginal or treaty rights under section 35 of the *Constitution Act, 1982*.

“**Additional Conditions**” means the terms and conditions referred to in section 9.1 of Schedule “A” of this Agreement and specified in section B.2 of Schedule “B” of this Agreement.

“**Arm’s Length**” has the meaning given to it under the *Income Tax Act (Canada)* as in effect on the Effective Date of this Agreement and as treated or defined under Generally Accepted Accounting Principles.

“**Asset**” means any moveable or non-moveable real or personal property constructed, rehabilitated or improved, in whole or in part, with Funds provided under this Agreement.

“**Auditor General**” means the Auditor General of Ontario and/or the Auditor General of Canada, depending on the context.

“**BPSAA**” means the *Broader Public Sector Accountability Act, 2010*.

“**Business Day**” means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year’s Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance

Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

“**Canada**” means Her Majesty the Queen in Right of Canada.

“**Communications Protocol**” means the protocol set out under Schedule “E” of this Agreement.

“**Conflict of Interest**” includes any and all circumstances where the Recipient or any Person who has the capacity to influence the Recipient’s decisions has outside commitments, relationships or financial interests that could, or could be seen to, interfere with the Recipient’s objective, unbiased and impartial judgment relating to the Project or this Agreement.

“**Contract**” means an agreement between the Recipient and a third-party whereby the third-party agrees to provide a good or service for the Project in return for financial consideration that may be claimed by the Recipient as an Eligible Cost.

“**Effective Date**” means the date on which this Agreement is effective, as set out under section B.1.1 of Schedule “B” of this Agreement.

“**Eligible Costs**” means those costs set out under section D.3 of Schedule “D” of this Agreement.

“**Event of Default**” has the meaning ascribed to it in section 15.1 of Schedule “A” of this Agreement.

“**Expiration Date**” means the date on which this Agreement will expire, as set out under section B.1.2 of Schedule “B” of this Agreement unless amended or terminated prior to this date in accordance with the terms and conditions of this Agreement.

“**FAA**” means the *Financial Administration Act*.

“**Failure**” means a failure to comply with any term, condition, obligation under any other agreement that the Recipient has with Her Majesty the Queen in Right of Ontario or one of Her agencies.

“**FIPPA**” means the *Freedom of Information and Protection of Privacy Act*.

“**Funding Year**” means:

- (a) In the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31, and
- (b) In the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31.

“**Funds**” means the money provided to the Recipient pursuant to this Agreement.

“**Holdback**” means the amount set out under section D.1.2 of Schedule “D” of this Agreement.

“Indemnified Parties” means Her Majesty the Queen in Right of Ontario, Her Ministers, appointees, officers, employees, servants and agents as well as Her Majesty the Queen in Right of Canada, Her Ministers, appointees, officers, employees, servants and agents.

“Ineligible Costs” means those costs set out under section D.4 of Schedule “D” of this Agreement.

“Maximum Funds” means the maximum amount of Funds the Recipient is eligible to receive under this Agreement, as set out under section D.1.1 of Schedule “D” of this Agreement.

“Minister” means the Minister of Agriculture, Food and Rural Affairs.

“Notice” means any communication given or required to be given pursuant to this Agreement.

“Notice Period” means the period of time within which the Recipient is required to remedy an Event of Default, and includes any such period or periods of time by which the Province considers it reasonable to extend that time.

“Party” means either the Province or the Recipient.

“Project” means the undertaking described in Schedule “C” of this Agreement.

“Project Approval Date” means the date set out in section B.1.3 of Schedule “B” of this Agreement and is the first date in which the Recipient may incur Eligible Costs for the Project.

“Project Completion Date” means the date set out in section B.1.4 of Schedule “B” of this Agreement and is the last date in which the Recipient may incur Eligible Costs for the Project.

“Project Investment Commitment” means the minimum financial contribution that the Recipient will provide toward completing the Project, as set out under section D.2.1 of Schedule “D” of this Agreement.

“PSSDA” means the *Public Sector Salary Disclosure Act, 1996*.

“Reports” means the reports set out under Schedule “F” of this Agreement.

“Requirements of Law” means all applicable statutes, regulations, by-laws, ordinances, codes, official plans, rules, approvals, permits, licenses, authorizations, orders, decrees, injunctions, directions and agreements with all authorities that now or at any time hereafter may relate to the Recipient, the Project, the Funds and this Agreement. Without limiting the generality of the foregoing, if the Recipient is subject to the *BPSAA*, the *PSSDA* or any other type of broader public sector accountability legislative provisions, the *BPSAA*, the *PSSDA* and other type of broader public sector accountability legislative provisions are deemed to be a Requirement of Law.

“Substantial Completion” has the same meaning as “substantially performed”, as defined under section 2(1) of the *Construction Lien Act*.

“**Term**” means the period of time beginning on the Effective Date of this Agreement and ending on the Expiration Date or the termination of this Agreement, whichever is shorter.

1.3 Expiration Of Agreement. This Agreement will expire on the Expiration Date, unless amended or terminated prior to the Expiration Date in accordance with the terms and conditions of this Agreement.

1.4 Conflict. Subject to section 9.1 of Schedule “A” of this Agreement, in the event of a conflict between this Schedule “A” of the Agreement and any other Schedule of this Agreement, the terms and conditions set out under this Schedule “A” of the Agreement will prevail.

ARTICLE 2 REPRESENTATIONS, WARRANTIES AND COVENANTS

2.1 General Representations, Warranties And Covenants. The Recipient represents, warrants and covenants that:

- (a) It is, and will continue to be for the Term of this Agreement, a validly existing legal entity with the full power to fulfill its obligations under this Agreement;
- (b) Where applicable, it has passed the requisite by-laws to enter into this Agreement and undertake the Project;
- (c) It is in compliance with all Requirements of Law and it will remain in compliance with all Requirements of Law throughout the Term of this Agreement;
- (d) It has, and will continue to have for the Term of this Agreement, the experience and expertise necessary to carry out the Project;
- (e) It has secured the funds necessary to meet its Project Investment Commitment;
- (f) It has all permits, approvals, licenses, certificates or other similar documents that are required to carry out any Project or it will apply for all permits, approvals, licenses, certificates or other similar documents before carrying out the Project; and
- (g) Unless otherwise provided for in this Agreement, any information the Recipient provided to the Province in support of its request for Funds, including any information relating to any eligibility requirements, was true, correct and complete at the time the Recipient provided it.

2.2 Execution Of Agreement. The Recipient represents and warrants that it has:

- (a) The full power and authority to enter into this Agreement; and
- (b) Taken all necessary actions to authorize the execution of this Agreement.

2.3 Governance. The Recipient represents, warrants and covenants that it has in writing and will maintain for the Term of this Agreement:

- (a) A code of conduct and ethical responsibilities for the Recipient;
- (b) Procedures to ensure the ongoing effective functioning and continuance of the Recipient until the Expiration Date of this Agreement;
- (c) Decision-making mechanisms;
- (d) Procedures for the prudent and effective management of any Funds being provided under this Agreement;
- (e) Procedures to enable the timely identification of risks that would interfere with the Recipient meeting its obligations under this Agreement and strategies to address the identified risks;
- (f) Procedures to enable the preparation and delivery of all Reports required under this Agreement; and

- (g) Procedures to enable the Recipient to deal with such other matters as the Recipient considers necessary to ensure that the Recipient carries out its obligations under this Agreement.
- 2.4 *Proof Of Compliance Upon Ontario's Request.*** Upon request, and within the time period indicated in the Notice, the Recipient will provide the Province with proof of the matters referred to in this Article 2 of the Agreement.
- 2.5 *Additional Covenants.*** The Recipient undertakes to advise the Province within five (5) Business Days of:
- (a) Any changes that affect its representations, warranties and covenants under sections 2.1, 2.2 or 2.3 of Schedule "A" of this Agreement during the Term of this Agreement; and
- (b) Any actions, suits or other proceedings which could or would reasonably prevent the Recipient from complying with the terms and conditions of this Agreement.

ARTICLE 3 THE RECIPIENT AND THE PROJECT

- 3.1 *Project Investment Commitment.*** The Recipient will invest a minimum amount equal to the Project Investment Commitment for the Project between the Effective Date of this Agreement and the Project Completion Date or the termination of this Agreement, whichever is sooner.
- 3.2 *Project Financing.*** The Recipient acknowledges and agrees that:
- (a) It is solely responsible for making any alternative arrangements that may be required to obtain additional financing for the Project in the event that its original financing situation in regards to its Project Investment Commitment changes;
- (b) It is solely responsible for covering any unapproved expenditures and cost overruns; and
- (c) It is solely responsible for securing any additional financing required to complete the Project in the event that its Project Investment Commitment is not sufficient to complete the Project.
- 3.3 *Responsibility For The Project.*** The Recipient acknowledges and agrees that the Recipient is solely responsible for the undertaking, implementation, completion, operation and/or maintenance of the Project. The Recipient further agrees that it will not seek to hold the Province or Canada responsible for the undertaking, implementation, completion, operation and/or maintenance of the Project through recourse to a third party, court, tribunal or arbitrator.
- 3.4 *Project Completion.*** The Recipient will ensure that the Project is Substantially Completed by the Project Completion Date in accordance with the terms and conditions of this Agreement.

ARTICLE 4 FUNDS AND CARRYING OUT THE PROJECT

- 4.1 *Funds Provided.*** The Province will:

- (a) Provide the Recipient up to the Maximum Funds for the sole purpose of carrying out the Project;
- (b) Provide the Funds to the Recipient in accordance with section D.5 of Schedule “D” of this Agreement;
- (c) Deposit the Funds into an account designated by the Recipient, provided that account:
 - (i) Resides at a Canadian financial institution, and
 - (ii) Is in the name of the Recipient.

4.2 Limitation On Payment Of Funds. Despite section 4.1 of Schedule “A” of this Agreement:

- (a) The Province is not obligated to provide any Funds to the Recipient until the Recipient provides the insurance certificate or other proof as the Province may request pursuant to section 12.2 of Schedule “A” of this Agreement;
- (b) The Province is not obligated to provide any instalment or payment of Funds until it is satisfied with the progress of the Project;
- (c) The Province may adjust the amount of Funds it provides to the Recipient without liability, penalty or costs in any Funding Year based upon the Province’s assessment of the information provided by the Recipient pursuant to Article 7 of Schedule “A” of this Agreement;
- (d) If, pursuant to the *FAA*, the Province does not receive the necessary appropriation from the Ontario Legislature for payment under this Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
 - (i) Reduce the amount of Funds and, in consultation with the Recipient, change the Project without liability, penalty or costs, or
 - (ii) Terminate the Agreement pursuant to section 14.1 of Schedule “A” of this Agreement;
- (e) If the Province does not receive sufficient funds from Canada, the Province is not obligated to make any payment to the Recipient, and, as a consequence, the Province may:
 - (i) Reduce the amount of Funds being provided under the Agreement and, in consultation with the Recipient, change the Project without liability, penalty or costs,
 - (ii) Recover Funds already paid to the Recipient, or
 - (iii) Terminate the Agreement in the same manner as is set out under section 14.1 of Schedule “A” of this Agreement;
- (f) The Province may impose a Holdback on any instalment of Funds and will not be obligated to pay that Holdback to the Recipient until forty-five (45) Business Days after the Province approves the Recipient’s Final Report.

4.3 Use Of Funds And Project. The Recipient will:

- (a) Carry out the Project in accordance with the terms and conditions of this Agreement;
- (b) Use the Funds only for Eligible Costs that are directly related to the Project and are for the sole purpose of carrying out the Project; and
- (c) Not use the Funds on Ineligible Costs or to cover any specific cost that has or will be funded or reimbursed by any third party, including other ministries, agencies and organizations of the Government of Ontario.

4.4 Province And Canada’s Role Limited To Providing Funds. For greater clarity, the Province and Canada’s role under this Agreement is strictly limited to providing Funds to the Recipient for the purposes of the Project and the Province and Canada are not a decision-maker in regards to the Project nor is the Province or Canada responsible for carrying out the Project. Without limiting the generality of the foregoing, the fact that the Province or

Canada may conduct reviews and/or audits of the Project as provided for hereinafter or the Province issues directions, consents to changes to the Project or impose conditions upon any consents in accordance with the terms and conditions of this Agreement will not be construed by the Recipient as the Province having a management, decision-making or advisory role in relation to the Project. The Recipient further agrees that the Recipient will not seek to name the Province or Canada as a decision-maker, advisor or manager of the Project in any matter before a third party, court, tribunal or arbitrator.

- 4.5 Provision Of Funds Does Not Obligate Province Or Canada To Assist Recipient In Obtaining Approvals, Licences or Permits.** The Recipient acknowledges and agrees that the entering into this Agreement does not in any way obligate any regulatory authority established under an Act of the Ontario Legislature or Parliament to issue any type of approval, licence, permit or similar authorization that the Recipient may need or want in relation to the Project or to meet any terms or conditions under this Agreement.
- 4.6 No Changes.** The Recipient will not make any changes to the Project without providing Notice to the Province and receiving the Province's prior written consent before undertaking any changes to the Project.
- 4.7 Interest Bearing Account.** If the Province provides Funds to the Recipient before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution. The Recipient will hold the Funds in trust for the Province until the Recipient needs the Funds for the Project.
- 4.8 Recipient Earning Interest On Funds.** If the Recipient earns any interest on the Funds, the Province may:
- (a) Deduct an amount equal to the interest from any further installment of the Funds; or
 - (b) Demand from the Recipient the repayment of an amount equal to the interest.
- 4.9 No Provincial Payment Of Interest.** The Province is not required to pay interest on any Funds under this Agreement. For greater clarity, this includes interest on any Funds that the Province has withheld paying to the Recipient.
- 4.10 Maximum Funds.** The Recipient acknowledges and agrees that the Funds available to it pursuant to this Agreement will not exceed the Maximum Funds.
- 4.11 Rebates, Credits and Refunds.** The Recipient acknowledges and agrees that the amount of Funds available to it pursuant to this Agreement is based on the actual costs to the Recipient, less any costs, including taxes, for which the Recipient has received, will receive or is eligible to receive, a rebate, credit or refund.
- 4.12 Funds Are Part Of A Social Or Economic Program.** The Recipient acknowledges and agrees that any Funds provided under this Agreement is for the administration of social or economic programs or the provision of direct or indirect support to members of the public in connection with social or economic policy.

ARTICLE 5

RECIPIENT'S ACQUISITION OF GOODS AND SERVICES AND DISPOSAL OF ASSETS

- 5.1 Acquisition.** If the Recipient acquires goods, services or both with the Funds, it will:

- (a) Do so through a process that is transparent, fair and promotes the best value for the money expended and at competitive prices that are no greater than fair market value after deducting trade discounts and/or any other discounts available to the Recipient; and
- (b) Comply with any Requirements of Law and any procurement policies that may be applicable to how the Recipient acquires goods, services or both.

Without limiting the generality of the foregoing:

- (a) Where the Recipient is a municipal entity to which the *Municipal Act, 2001* (Ontario) is applicable, the Recipient will follow its procurement policies when procuring goods, services or both; and
- (b) Where the Recipient is a Local Services Board or any other entity not covered by the *Municipal Act, 2001* (Ontario) and the Recipient is looking to procure goods, services or both, the estimated costs of which exceed twenty-five thousand dollars (\$25,000.00), the Recipient will obtain at least three (3) written quotes when procuring goods, services or both.

5.2 Contracts. The Recipient will ensure that all Contracts:

- (a) Are consistent with this Agreement;
- (b) Do not conflict with this Agreement;
- (c) Incorporate the relevant provisions of this Agreement to the fullest extent possible;
- (d) Require that any parties to those Contracts comply with all Requirements of Law; and
- (e) Authorize the Province to perform audits of the parties to those Contracts in relation to the Project as the Province see fit in connection with Article 7 of Schedule “A” of this Agreement.

5.3 Revenue From Assets. The Recipient will provide Notice to the Province when an Asset in any given Funding Year generates revenue that exceed its costs, including operating costs, alternative financing partnerships or public-private partnership costs and provisions for future life cycle costs. The Province may, in its sole and absolute discretion, deem the amount of revenue generated from the Asset in excess of its costs within the first five (5) years after the Project is Substantially Completed that is proportionate to the Funds provided under this Agreement to be an overpayment and the Recipient will repay that overpayment to the Province.

5.4 Disposal. The Recipient will not, without the Province’s prior written consent, sell, lease or otherwise dispose of any Asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded the amount set out in section B.1.5 of Schedule “B” of this Agreement at the time of purchase for the time period set out under section B.1.6 of Schedule “B” of this Agreement. In the event the Recipient fails to comply with the requirements set out under this section 5.3 of Schedule “A” of this Agreement, the Province may recover its Funds from the Recipient in accordance with section B.1.7 of Schedule “B” of this Agreement. For greater clarity, the remedy provided under this section 5.3 of Schedule “A” of this Agreement does not limit any other remedies that the Province may have under this Agreement.

ARTICLE 6 CONFLICT OF INTEREST

6.1 No Conflict Of Interest. The Recipient will carry out the Project and use the Funds without an actual, potential or perceived conflict of interest.

- 6.2 Disclosure To The Province:** The Recipient will:
- (a) Disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential or perceived conflict of interest; and
 - (b) Comply with any terms and conditions that the Province may impose as a result of the disclosure.

ARTICLE 7 REPORTING, ACCOUNTING AND REVIEW

- 7.1 Preparation And Submission.** The Recipient will:
- (a) Submit to the Province at the address referred to in section B.1.8 of Schedule “B” of this Agreement all Reports in accordance with the timelines and content requirements set out in Schedule “F” of this Agreement, or in a form as specified by the Province from time to time;
 - (b) Ensure that all Reports are completed to the satisfaction of the Province; and
 - (c) Ensure that all Reports are signed on behalf of the Recipient by an authorized signing officer and that the accompanying attestation has been completed.
- 7.2 Records Maintenance.** The Recipient will keep and maintain for a period of seven (7) years from the Expiration Date of this Agreement:
- (a) All financial records, including invoices, relating to the Funds or otherwise to the Project in a manner consistent with generally acceptable accounting principles; and
 - (b) All non-financial documents and records relating to the Funds or otherwise to the Project.
- 7.3 Inspection.** The Province and Canada, their authorized representatives or an independent auditor identified by the Province or Canada may, at their own expense, upon twenty-four (24) hours’ Notice to the Recipient during normal business hours, enter upon the Recipient’s premises to review the progress of the Project and the Recipient’s allocation and expenditure of the Funds and, for these purposes, the Province or Canada, their authorized representatives or an independent auditor identified by the Province or Canada may take one or more of the following actions:
- (a) Inspect and copy the records and documents referred to in section 7.2 of Schedule “A” of this Agreement;
 - (b) Remove any copies made pursuant to section 7.3(a) of Schedule “A” of this Agreement from the Recipient’s premises; and
 - (c) Conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, the Project or both.
- 7.4 Disclosure.** To assist in respect of the rights set out under section 7.3 of Schedule “A” of this Agreement, the Recipient will disclose any information requested by the Province or Canada, their authorized representatives or an independent auditor identified by the Province or Canada and will do so in the form requested by the Province or Canada, their authorized representatives or an independent auditor identified by the Province or Canada, as the case may be.
- 7.5 No Control Of Records.** No provision of this Agreement will be construed so as to give the Province or Canada any control whatsoever over the Recipient’s records.

- 7.6 Auditor General.** For greater certainty, the Province and Canada's rights under this Article of the Agreement are in addition to any rights provided to the Auditor General.

ARTICLE 8 COMMUNICATIONS

- 8.1 Acknowledgement And Support.** The Recipient will follow the Communications Protocol set out under Schedule "E" of this Agreement.

ARTICLE 9 ADDITIONAL CONDITIONS

- 9.1 Additional Conditions.** The Recipient will comply with any Additional Provisions set out under section B.2 of Schedule "B" of this Agreement. In the event of a conflict or inconsistency between any of the requirements of the Additional Conditions and any requirements of this Schedule "A" of the Agreement, the Additional Conditions will prevail.

ARTICLE 10 ACCESS TO INFORMATION

- 10.1 Access To Information.** The Recipient acknowledges that the Province is bound by the *FIPPA* and that Canada is bound by the *Access to Information Act (Canada)*.
- 10.2 Disclosure Of Information.** Any information provided to the Province or Canada in connection with the Project or otherwise in connection with this Agreement may be subject to disclosure in accordance with *FIPPA*, the *Access to Information Act (Canada)* and any other Requirements of Law.

ARTICLE 11 INDEMNITY

- 11.1 Indemnification.** The Recipient hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all direct or indirect liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, including claims for infringement of rights, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with this Agreement, unless solely caused by the negligence or wilful misconduct of the Province or Canada, as the case may be.
- 11.2 Recipient's Participation.** The Recipient will, at its expense, to the extent requested by the Province and/or Canada, participate in or conduct the defence of any proceeding against any Indemnified Parties and any negotiations for their settlement.
- 11.3 Election.** The Province and/or Canada may elect to participate in or conduct the defence of any proceeding by providing Notice to the Recipient of such election without prejudice to any other rights or remedies of the Province and/or Canada under this Agreement, at law or

in equity. Each Party participating in the defence will do so by actively participating with the other's counsel.

11.4 Settlement Authority. The Recipient will not enter into a settlement of any proceeding against any Indemnified Parties unless the Recipient has obtained the prior written approval of the Province and/or Canada. If the Recipient is requested by the Province and/or Canada to participate in or conduct the defence of any proceeding, the Province and/or Canada, as the case may be, will co-operate with and assist the Recipient to the fullest extent possible in the proceeding and any related settlement negotiations.

11.5 Recipient's Co-operation. If the Province and/or Canada conducts the defence of any proceedings, the Recipient will co-operate with and assist the Province and/or Canada, to the fullest extent possible in the proceedings and any related settlement negotiations.

ARTICLE 12 INSURANCE

12.1 Recipient's Insurance. The Recipient represents and warrants that it has, and will maintain until the Project Completion Date, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than the amount set out under section B.1.9 of Schedule "B" of this Agreement per occurrence. The policy will include the following:

- (a) The Indemnified Parties as additional insureds with respect to liability arising in the course or performance of the Recipient's obligations under, or otherwise in connection with, the Project or this Agreement;
- (b) A cross-liability clause;
- (c) Contractual liability coverage; and
- (d) A thirty (30) day written notice of cancellation provision.

12.2 Proof Of Insurance. The Recipient will provide the Province with certificates of insurance, or other proof as the Province may request within the time limit set out in the Notice, that confirms the insurance coverage as required under section 12.1 of Schedule "A" of this Agreement.

12.3 Right Of "First Call" On Insurance Proceeds. The Recipient will provide the Indemnified Parties with a right of "first call" or priority over any other person, including the Recipient, to use or enjoy the benefits of the proceeds from the insurance policy required under this section 12.1 of Schedule "A" of this Agreement to pay any suits, judgments, claims, demands, expenses, actions, causes of action and losses (including without limitation, reasonable legal expenses and any claim for a lien made pursuant to the *Construction Lien Act* (Ontario) and for any and all liability, damages to property and injury to persons (including death)) that may be brought against the Indemnified Parties as a result of this Agreement.

ARTICLE 13 TERMINATION ON NOTICE

- 13.1 Termination On Notice.** The Province may terminate this Agreement at any time without liability, penalty or costs upon giving at least thirty (30) days' Notice to the Recipient.
- 13.2 Consequences Of Termination On Notice By The Province.** If the Province terminates this Agreement pursuant to section 13.1 of Schedule "A" of this Agreement, the Province may take one or more of the following actions:
- (a) Cancel any further installments of the Funds;
 - (b) Demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and
 - (c) Determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
 - (i) Permit the Recipient to offset such costs against the amount owing pursuant to section 13.2(b) of Schedule "A" of this Agreement; and
 - (ii) Subject to section 4.10 of Schedule "A" of this Agreement, provide Funds to the Recipient to cover such costs.

ARTICLE 14 TERMINATION WHERE NO APPROPRIATION

- 14.1 Termination For Insufficient Funds.** If, as provided for in sections 4.2(d) or 4.2(e) of Schedule "A" of this Agreement, the Province does not receive the necessary appropriation from the Ontario Legislature or from Canada for any payment the Province is to make pursuant to this Agreement, the Province may terminate the Agreement immediately without liability, penalty or costs by giving Notice to the Recipient.
- 14.2 Consequences Of Termination For Insufficient Funds.** If the Province terminates this Agreement pursuant to section 14.1 of Schedule "A" of this Agreement, the Province may take one or more of the following actions:
- (a) Cancel any further installments of the Funds;
 - (b) Demand the repayment of any Funds remaining in the possession or under the control of the Recipient;
 - (c) Demand the repayment of an amount equal to any Funds provided to the Recipient, even though the Project is partially completed; and
 - (d) Determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to section 14.2(b) of Schedule "A" of this Agreement.
- 14.3 No Additional Funds.** For greater clarity, if the costs determined pursuant to section 14.2(c) of Schedule "A" of this Agreement exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

ARTICLE 15 EVENT OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR DEFAULT

- 15.1 Events Of Default.** Each of the following events will constitute an Event of Default:
- (a) In the opinion of the Province, the Recipient breaches any representation, warranty, covenant or other term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of this Agreement:
 - (i) Carry out the Project;

- (ii) Use or spend the Funds; or
- (iii) Provide any and all Reports required under this Agreement;
- (b) The Recipient's operations, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
- (c) The Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application or an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or
- (d) The Recipient ceases to operate.

15.2 Consequences Of Events Of Default And Corrective Action. If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) Initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) Provide the Recipient with an opportunity to remedy the Event of Default;
- (c) Suspend the payment of Funds for such a period as the Province determines appropriate;
- (d) Reduce the amount of Funds;
- (e) Cancel any further installments of the Funds;
- (f) Demand the repayment of any Funds remaining in the possession or under the control of the Recipient;
- (g) Demand the repayment of an amount equal to any Funds the Recipient used, but did not use in accordance with the terms and conditions of this Agreement;
- (h) Demand the repayment of an amount equal to any Funds provided under this Agreement to the Recipient, even though the Project is partially completed; and
- (i) Terminate this Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

15.3 Opportunity To Remedy. If, in accordance with section 15.2(b) of Schedule "A" of this Agreement, the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will provide Notice to the Recipient of:

- (a) The particulars of the Event of Default; and
- (b) The Notice Period.

15.4 Recipient Not Remediating. If the Province has provided the Recipient with an opportunity to remedy the Event of Default pursuant to section 15.2(b) of Schedule "A" of this Agreement, and;

- (a) The Recipient does not remedy the Event of Default within the Notice Period;
- (b) It becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
- (c) The Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections 15.2(a), (c), (d), (e), (f), (g), (h) and (i) of Schedule "A" of this Agreement.

15.5 When Termination Effective. Termination under this Article 15 of Schedule "A" of this Agreement will take effect as set out in the Notice.

ARTICLE 16 FUNDS AT THE END OF A FUNDING YEAR

- 16.1 Funds At The End Of A Funding Year.** Without limiting any rights of the Province under Article 15 of Schedule “A” of this Agreement, if the Recipient has not spent all of the Funds allocated for the Funding Year, the Province may take one or both of the following actions:
- (a) Demand the return of the unspent Funds; and
 - (b) Adjust the amount of any further installments of Funds accordingly.

ARTICLE 17 FUNDS UPON EXPIRY

- 17.1 Funds Upon Expiry.** The Recipient will, upon the expiry of the Agreement, return to the Province any Funds remaining in its possession or under its control.

ARTICLE 18 REPAYMENT

- 18.1 Repayment Of Overpayment.** If at any time during the Term of this Agreement the Province provides Funds in excess of the amount to which the Recipient is eligible to receive under this Agreement, the Province may:
- (a) Deduct an amount equal to the excess Funds from any further installments of the Funds; or
 - (b) Demand that the Recipient pay an amount equal to the excess Funds to the Province.
- 18.2 Debt Due.** If, pursuant to this Agreement:
- (a) The Province demands the payment of any Funds or an amount equal to any Funds from the Recipient; or
 - (b) The Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not their return or repayment has been demanded by the Province, such Funds or other amount will be deemed to be a debt due and owing to the Province by the Recipient and the Recipient will pay or return the amount to the Province immediately, unless the Province directs otherwise. For greater clarity, in the event that the Recipient makes an assignment, proposal, compromise or arrangement for the benefit of creditors or a creditor makes an application for an order adjudging the Recipient bankrupt or applies for the appointment of a receiver, this section will not affect any Funds that the Recipient is holding in trust for the Province under section 4.7 of Schedule “A” of this Agreement.
- 18.3 Interest Rate.** The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.
- 18.4 Payment Of Money To Province.** The Recipient will pay any money owing to the Province by cheque payable to the “Ontario Minister of Finance” and delivered to the Province at the address referred to in section 19.1 of Schedule “A” of this Agreement.
- 18.5 Repayment.** Without limiting the application of section 43 of the *FAA*, if the Recipient does not repay any amount owing under this Agreement, Her Majesty the Queen in Right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in Right of Ontario.

ARTICLE 19 NOTICE

- 19.1 *Notice In Writing And Addressed.*** Notice will be in writing and will be delivered by email, postage-paid mail, personal delivery or fax and will be addressed to the Province and the Recipient respectively as set out in section B.1.10 of Schedule “B” of this Agreement or as either Party later designates to the other by Notice.
- 19.2 *Notice Given.*** Notice will be deemed to have been given:
- (a) In the case of postage-paid mail, five (5) Business Days after the Notice is mailed; or
 - (b) In the case of email, personal delivery or fax, one (1) Business Day after the Notice is delivered.
- 19.3 *Postal Disruption.*** Despite section 19.2(a) of Schedule “A” of this Agreement, in the event of a postal disruption,
- (a) Notice to the Province by postage-prepaid mail will not be deemed to be received; and
 - (b) The Province will provide Notice by email, personal delivery or fax.

ARTICLE 20 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

- 20.1 *Consent.*** When the Province provides its consent pursuant to this Agreement, that consent will not be considered valid unless that consent is in writing and the person providing that consent indicates in the consent that that person has the specific authority to provide that consent. The Province may also impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

ARTICLE 21 SEVERABILITY OF PROVISIONS

- 21.1 *Invalidity Or Unenforceability Of Any Provision.*** The invalidity or unenforceability of any provision in this Agreement will not affect the validity or enforceability of any other provision of this Agreement. Any invalid or unenforceable provision will be deemed to be severed.

ARTICLE 22 WAIVER

- 22.1 *Waivers In Writing.*** If a Party fails to comply with any term or condition of this Agreement that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article 19 of Schedule “A” of this Agreement. Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply. For greater clarity, where the Province chooses to waive a term or condition of this Agreement, such waiver will only be binding if provided by a person who indicates in writing that he or she has the specific authority to provide such a waiver.

ARTICLE 23 INDEPENDENT PARTIES

23.1 *Parties Independent.* The Recipient acknowledges and agrees that it is not an agent, joint venturer, partner or employee of the Province and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is or take any actions that could establish or imply such a relationship.

ARTICLE 24 ASSIGNMENT OF AGREEMENT OR FUNDS

24.1 *No Assignment.* The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under this Agreement.

24.2 *Agreement Binding.* All rights and obligations contained in this Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors and permitted assigns.

ARTICLE 25 GOVERNING LAW

25.1 *Governing Law.* This Agreement and the rights, obligations and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with this Agreement will be conducted in the Courts of Ontario, which will have exclusive jurisdiction over such proceedings.

ARTICLE 26 FURTHER ASSURANCES

26.1 *Agreement Into Effect.* The Recipient will provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of this Agreement to their full extent.

ARTICLE 27 JOINT AND SEVERAL LIABILITY

27.1 *Joint And Several Liability.* Where the Recipient is comprised of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under this Agreement.

ARTICLE 28 RIGHTS AND REMEDIES CUMULATIVE

- 28.1 *Rights And Remedies Cumulative.*** The rights and remedies of the Province under this Agreement are cumulative and are in addition to, and not in substitution of, any of its rights and remedies provided by law or in equity.

ARTICLE 29 ACKNOWLEDGMENT OF OTHER LEGISLATION AND DIRECTIVES

- 29.1 *Recipient Acknowledges.*** The Recipient acknowledges:
- (a) It is receiving Funds from the Province and Canada for the Project and is not providing goods or services to the Province or Canada;
 - (b) That by receiving Funds it may become subject to legislation applicable to organizations that received funding from the Government of Ontario, including the *BPSAA*, the *PSSDA* and the *Auditor General Act (Ontario)*;
 - (c) That the Province has issued expenses, perquisites and procurement directives and guidelines pursuant to the *BPSAA*; and
 - (c) It will comply with any such legislation, including directives issued thereunder, to the extent applicable.

ARTICLE 30 JOINT AUTHORSHIP

- 30.1 *Joint Authorship Of Agreement.*** The Parties will be considered joint authors of this Agreement and no provision herein will be interpreted against one Party by the other Party because of authorship. No Party will seek to avoid a provision herein because of its authorship through recourse to a third party, court, tribunal or arbitrator.

ARTICLE 31 FAILURE TO COMPLY WITH OTHER AGREEMENTS

- 31.1 *Other Agreements.*** If the Recipient:
- (a) Has committed a Failure;
 - (b) Has been provided with notice of such Failure in accordance with the requirements of such other agreement;
 - (c) Has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
 - (d) Such Failure is continuing,
- the Province may suspend the payment of Funds under this Agreement without liability, penalty or costs for such period as the Province determines appropriate.

ARTICLE 32 SURVIVAL

- 32.1 *Survival.*** The provisions of this Agreement that by their nature survive the expiration or early termination of this Agreement will so survive for a period of seven (7) years from the date of expiry or termination. Without limiting the generality of the foregoing, the following Articles and sections, and all applicable cross-referenced sections, schedules and appendices will continue in full force and effect for a period of seven (7) years from the date

of expiry or termination: Article 1 and any other applicable definitions, sections 4.2 and 4.8, section 7.1 (to the extent that the Recipient has not provided the Reports to the satisfaction of the Province, sections 7.2, 7.3, 7.4, 7.5, 7.6, Article 8, Article 11, sections 13.2 and 13.3, sections 14.2 and 14.3, sections 15.1, 15.2(d), (e), (f), (g) and (h), Article 17, Article 18, Article 19, Article 21, section 24.2, Article 25, Article 27, Article 28, Article 29, Article 30 and Article 31.

[Rest Of Page Intentionally Left Blank – Schedule “B” Follows]

SCHEDULE “B” OPERATIONAL REQUIREMENTS AND ADDITIONAL TERMS AND CONDITIONS

B.1 – OPERATIONAL REQUIREMENTS

- B.1.1 *Effective Date.*** The Effective Date of this Agreement is the date in which the Province signs the Agreement.
- B.1.2 *Expiration Date.*** The Expiration Date of this Agreement is December 31, 2023.
- B.1.3 *Project Approval Date.*** The Project Approval Date is July 22, 2016.
- B.1.4 *Project Completion Date.*** The Project Completion Date is March 1, 2019.
- B.1.5 *Disposal Of Assets.*** There is no disposal of asset amount requirement for the purposes of section 5.4 of Schedule “A” of this Agreement.
- B.1.6 *Asset Retention Period.*** The Recipient will not sell, lease or otherwise directly or indirectly dispose of any Asset, other than to Canada, the Province or a Local Government (defined to mean a “municipality”, as defined in the *Municipal Act, 2001* (Ontario) and includes a local board of a municipality and a board, commission or other local authority constituted pursuant to provincial legislation whose purpose is to manage municipal affairs or the affairs of areas without municipal organization) for a period of five (5) years from the Project Completion Date.
- B.1.7 *Asset Retention Repayment Requirement.*** The Province may demand the Recipient repay to the Province an amount up to the Maximum Funds provided under this Agreement where the Recipient fails to retain the Asset for the amount of time set out under section B.1.6 of Schedule “B” of the Agreement. Where the Province makes a demand pursuant to this section 1.7 of Schedule “B” of the Agreement, the Recipient will pay to the Province the demanded amount within the time period set out in the Notice.
- B.1.8 *Submission Of Reports.*** All Reports under this Agreement will be submitted to the Province using the address supplied under section B1.10 of this Schedule “B” of the Agreement or any other person identified by the Province in writing.
- B.1.9 *Insurance Amount.*** The amount of insurance the Recipient will have for the purposes of section 12.1 of Schedule “A” of this Agreement is two million dollars (\$2,000,000.00).

B.1.10 Providing Notice. All Notices under this Agreement will be provided to:

TO THE PROVINCE

Ministry of Agriculture, Food and Rural Affairs
Rural Programs Branch
1 Stone Road West, 4NW
Guelph, Ontario N1G 4Y2

Attention: Manager, Infrastructure Renewal
Programs

Fax: 519-826-3398

Email: SCF@ontario.ca

or any other person identified by the Parties in writing through a Notice.

TO THE RECIPIENT

The Corporation of the City of Temiskaming
Shores

PO Box 2050, 325 Farr Drive

Haileybury, Ontario, P0J 1K0

Attention: Doug Walsh,

Director of Public Works

Email: dwalsh@temiskamingshores.ca

B.2 – ADDITIONAL CONDITIONS

B.2.1 Aboriginal Consultation. The Province and the Recipient agree to the following:

- (a) The provision of Funds under this Agreement is strictly conditional upon the Province satisfying any obligations that it may have with and, if required, accommodate any Aboriginal Group with an interest in the Project;
- (b) The Recipient will act as the Province's delegate for any procedural aspects of any consultation obligations that the Province may have with any Aboriginal Group in relation to the Project;
- (c) The Recipient's obligations as the Province's delegate will include:
 - (i) Following the process set out under the Appendix to this Schedule "B" of the Agreement as it relates to consulting with any Aboriginal Group that may have an interest in the Project,
 - (ii) Taking directions from the Province in relation to consulting with any Aboriginal Group with an interest in the Project as well as any other directions the Province may issue in relation to consultations, including suspending or terminating the Project, and
 - (iii) Providing a detailed description of any actions the Recipient took in relation to consultation with any Aboriginal Group that has an interest in the Project; and
- (d) The Recipient will not commence or allow any third party to commence construction on any aspect of the Project for forty-five (45) Business Days, or such other time as the Province may direct, after it has provided the Province with written evidence that the Recipient has sent a notice about the Project to the Aboriginal Groups the Province has identified in accordance with the Appendix to this Schedule "B" of the Agreement

B.2.2 Limit On Federal Funding. Despite anything else contained in this Agreement, the aggregate of all funding originating from Canada for the Project will not exceed thirty-three percent (33%) of the total Eligible Costs for the Project.

[Rest Of Page Intentionally Left Blank – Appendix To Schedule "B" Follows]

APPENDIX TO SCHEDULE “B” ABORIGINAL CONSULTATION REQUIREMENTS

B.1 – PURPOSE AND DEFINITIONS

B.1.1 Purpose. This Appendix sets out the responsibilities of the Province and the Recipient in relation to consultation with Aboriginal Groups on the Project, and to delegate procedural aspects of consultation from the Province to the Recipient.

B.1.2 Definitions. For the purposes of this Schedule:

“**Section 35 Duty**” means any duty that the Province may have to consult and, if required, accommodate Aboriginal Groups in relation to the Project flowing from section 35 of the *Constitution Act, 1982*.

B.2 – RESPONSIBILITIES OF THE PROVINCE

B.2.1 The Province’s Responsibilities. The Province is responsible for:

- (a) Determining the Aboriginal Groups to be consulted in relation to the Project, if any, and advising the Recipient of same;
- (b) The preliminary and ongoing assessment of the depth of consultation required with the Aboriginal Groups;
- (c) Delegating, at its discretion, procedural aspects of consultation to the Recipient pursuant to this Schedule;
- (d) Directing the Recipient to take such actions, including without limitation suspension as well as termination of the Project, as the Province may require;
- (e) Satisfying itself, where it is necessary to do so, that the consultation process in relation to the Project has been adequate and the Recipient is in compliance with this Schedule; and
- (f) Satisfying itself, where any Aboriginal or treaty rights and asserted rights of Aboriginal Groups require accommodation, that Aboriginal Groups are appropriately accommodated in relation to the Project.

B.3 – RESPONSIBILITIES OF THE RECIPIENT

B.3.1 Recipient’s Responsibilities. The Recipient is responsible for:

- (a) Giving notice to the Aboriginal Groups regarding the Project as directed by the Province, if such notice has not already been given by the Recipient or the Province;
- (b) Immediately notifying the Province of contact by any Aboriginal Groups regarding the Project and advising of the details of the same;
- (c) Informing the Aboriginal Groups about the Project and providing to the Aboriginal Groups a full description of the Project unless such description has been previously provided to them;
- (d) Following up with the Aboriginal Groups in an appropriate manner to ensure that Aboriginal Groups are aware of the opportunity to express comments and concerns about the Project, including any concerns regarding adverse impacts on hunting, trapping, fishing, plant harvesting or on burial grounds or archaeological sites of cultural significance to the Aboriginal Groups, and immediately advising the Province of the details of the same;

- (e) Informing the Aboriginal Groups of the regulatory and approval processes that apply to the Project of which the Recipient is aware after reasonable inquiry;
- (f) Maintaining the Aboriginal Groups on the Recipient's mailing lists of interested parties for environmental assessment and other purposes and providing to the Aboriginal Groups all notices and communications that the Recipient provides to interested parties and any notice of completion;
- (g) Making all reasonable efforts to build a positive relationship with the Aboriginal Groups in relation to the Project;
- (h) Providing the Aboriginal Groups with reasonable opportunities to meet with appropriate representatives of the Recipient and meeting with the Aboriginal Groups to discuss the Project, if requested;
- (i) If appropriate, providing reasonable financial assistance to Aboriginal Groups to permit effective participation in consultation processes for the Project, but only after consulting with the Province;
- (j) Considering comments provided by the Aboriginal Groups regarding the potential impacts of the Project on Aboriginal or treaty rights or asserted rights, including adverse impacts on hunting, trapping, fishing, plant harvesting or on burial grounds or archaeological sites of cultural significance to an Aboriginal Group, or on other interests, or any other concerns or issues regarding the Project;
- (k) Answering any reasonable questions to the extent of the Recipient's ability and receiving comments from the Aboriginal Groups, notifying the Province of the nature of the questions or comments received and maintaining a chart showing the issues raised by the Aboriginal Groups and any responses the Recipient has provided;
- (l) Where an Aboriginal Group asks questions regarding the Project directly of the Province, providing the Province with the information reasonably necessary to answer the inquiry, upon the Province's request;
- (m) Subject to paragraph (o) below, where appropriate, discussing with the Aboriginal Groups potential accommodation, including mitigation of potential impacts on Aboriginal or treaty rights, asserted rights or associated interests regarding the Project and reporting to the Province any comments or questions from the Aboriginal Groups that relate to potential accommodation or mitigation of potential impacts;
- (n) Consulting regularly with the Province during all discussions with Aboriginal Groups regarding accommodation measures, if applicable, and presenting to the Province the results of such discussions prior to implementing any applicable accommodation measures;
- (o) Complying with the Province's direction to take any actions, including without limitation, suspension or termination of the Project, as the Province may require; and
- (p) Providing in any Contracts for the Recipient's right and ability to respond to direction from the Province as the Province may provide.

B.3.2 Acknowledgement By Recipient. The Recipient hereby acknowledges that, notwithstanding anything contained in this Agreement, the Province, any provincial ministry having an approval role in relation to the Project, or any responsible regulatory body, official, or provincial decision-maker, may participate in the matters and processes enumerated therein as they deem necessary.

B.3.3 Recipient Will Keep Records And Share Information. The Recipient will carry out the following functions in relation to record keeping, information sharing and reporting to Ontario:

- (a) Provide to the Province, upon request, complete and accurate copies of all documents provided to the Aboriginal Groups in relation to the Project;

- (b) Keep reasonable business records of all its activities in relation to consultation and provide the Province with complete and accurate copies of such records upon request;
- (c) Provide the Province with timely notice of any Recipient mailings to, or Recipient meetings with, the representatives of any Aboriginal Group in relation to the Project;
- (d) Immediately notify the Province of any contact by any Aboriginal Groups regarding the Project and provide copies to the Province of any documentation received from Aboriginal Groups;
- (e) Advise the Province in a timely manner of any potential adverse impact of the Project on Aboriginal or treaty rights or asserted rights of which it becomes aware;
- (f) Immediately notify the Province if any Aboriginal archaeological resources are discovered in the course of the Project;
- (g) Provide the Province with summary reports or briefings on all of its activities in relation to consultation with Aboriginal Groups, as may be requested by the Province; and
- (h) If applicable, advise the Province if the Recipient and an Aboriginal Group propose to enter into an agreement directed at mitigating or compensating for any impacts of the Project on Aboriginal or treaty rights or asserted rights.

B.3.4 Recipient Will Assist The Province. The Recipient will, upon request lend assistance to the Province by filing records and other appropriate evidence of the activities undertaken both by the Province and by the Recipient in consulting with Aboriginal Groups in relation to the Project, attending any regulatory or other hearings, and making both written and oral submissions, as appropriate, regarding the fulfillment of Aboriginal consultation responsibilities by the Province and by the Recipient, to the relevant regulatory or judicial decision-makers.

B.4 – NO IMPLICIT ACKNOWLEDGEMENT

B.4.1 No Acknowledgment Of Duty To Consult Obligations. Nothing in this Schedule will be construed as an admission, acknowledgment, agreement or concession by the Province or the Recipient, that a Section 35 Duty applies in relation to the Project, nor that any responsibility set out herein is, under the Constitution of Canada, necessarily a mandatory aspect or requirement of any Section 35 Duty, nor that a particular aspect of consultation referred to in section B.2.1 hereof is an aspect of the Section 35 Duty that could not have lawfully been delegated to the Recipient had the Parties so agreed.

B.5 – GENERAL

B.5.1 No Substitution. This Schedule will be construed consistently with but does not substitute for any requirements or procedures in relation to Aboriginal consultation or the Section 35 Duty that may be imposed by a ministry, board, agency or other regulatory decision-maker acting pursuant to laws and regulations. Such decision-makers may have additional obligations or requirements. Nonetheless, the intent of the Province is to promote coordination among provincial ministries, boards and agencies with roles in consulting with Aboriginal Groups so that the responsibilities outlined in this Agreement may be fulfilled efficiently and in a manner that avoids, to the extent possible, duplication of effort by Aboriginal Groups, the Recipient, the Province, and provincial ministries, boards, agencies and other regulatory decision-makers.

B.6 – NOTICE AND CONTACT

B.6.1 *Notices In Relation To Schedule.* All notices to the Province pertaining to this Appendix will be in writing and will be sent to the person identified under section B.1.8 of Schedule “B” of this Agreement.

[Rest Of Page Intentionally Left Blank – Schedule “C” Follows]

SCHEDULE “C” PROJECT DESCRIPTION

C.1 – PROJECT DESCRIPTION

The project includes construction of the pumping station on Gray Road and upgrades to associated infrastructure to increase efficiency of the wastewater collection and treatment systems.

[Rest Of Page Intentionally Left Blank – Schedule “D” Follows]

SCHEDULE “D” PROJECT FINANCIAL INFORMATION

D.1 – PROVINCIAL FUNDING INFORMATION

D.1.1 Maximum Funds. The Maximum Funds that may be provided by the Province and Canada under this Agreement is up to Four Million Two Hundred Thousand Dollars (\$4,200,000). This amount consists of the following:

Ontario’s Maximum Contribution	\$2,100,000
Canada’s Maximum Contribution	\$2,100,000
Maximum Funds are calculated based on the Project’s approved Total Eligible Costs	\$6,387,000

Percentage of Program Support

The Percentage of Program Support is fixed at 33% for each level of government for the Term of the Agreement.

The percentage noted above is rounded to a whole number. Note that for payment purposes the percentage is calculated to 10 decimal places and is based on the Maximum Funds against the Project’s Total Eligible Costs as provided above.

D.1.2 Holdback. There will be a Holdback of ten percent (10%) of the Maximum Funds. The Holdback will be released upon submission and approval of all required Project documentation.

D.2 – RECIPIENT’S FUNDING INFORMATION

D.2.1 Project Investment Commitment. The Recipient’s Project Investment Commitment must be a minimum of ten (10) percent of the final calculated eligible Project costs as noted in the Final Report.

D.3 – ELIGIBLE COSTS

D.3.1 Eligible Costs. Eligible Costs are those costs that are, in the Province’s sole and absolute discretion, properly and reasonably incurred, as well as paid or reimbursed by the Recipient, and are necessary for the successful completion of the Project. For greater clarity, and subject to section D.5.1 of this Schedule “D” of the Agreement, Eligible Costs are those that are set out immediately in this section D.3.1 of the Schedule “D” of the Agreement:

- (a) Costs incurred on or after the Project Approval Date and on or before the Project Completion Date;
- (b) The capital costs for acquiring, constructing, renewing, rehabilitating, materially enhancing or renovating an Asset;
- (c) Costs directly associated with joint communication activities that are set out in section E.6 of Schedule “E” of this Agreement with the Province and Canada.
- (d) The costs of Project-related signage, lighting, Project markings and associated utility adjustments;
- (e) Up to fifteen percent (15%) of the Maximum Funds may be spent on planning, including plans and specifications, and assessment costs, such as costs associated

- with environmental planning, surveying, engineering, architectural supervision, testing and management consulting services;
- (f) Costs for consulting with Aboriginal Groups, provided those costs do not include accommodation costs and legal costs;
 - (g) Auditing costs;
 - (h) The incremental costs for the Recipient's employees or leasing of equipment for the Project, provided the Recipient meets the following conditions:
 - i. It was not economically feasible to tender a Contract,
 - ii. The employee or equipment is directly engaged in the work that would have been the subject of a Contract, and
 - iii. The province has approved the arrangement beforehand;
 - (i) The costs for leasing/renting equipment directly related to the construction of the Project; and
 - (j) Other costs that are, in the Province's sole and absolute discretion, direct, incremental and necessary for the successful completion of the Project, provided those costs have been approved by the Province in writing prior to being incurred.

D.4 – INELIGIBLE COSTS

D.4.1 Ineligible Costs. The following costs are Ineligible Costs under this Agreement:

- (a) Costs incurred prior to the Project Approval Date;
- (b) Costs incurred after the Project Completion Date;
- (c) Costs that have not been claimed for reimbursement by March 31 of the Funding Year following the Funding Year in which the costs were incurred;
- (d) Costs associated with developing an application, business case or funding proposal to receive funding under the SCF;
- (e) Costs related to the purchasing of land, buildings and associated real estate as well as all related fees associated with the purchasing of land, buildings and associated real estate;
- (f) Financing charges and interest payments on loans;
- (g) The costs for leasing land, buildings and other facilities;
- (h) Except as specified in section D.3.1(i) of this Schedule "D" of the Agreement, the costs of leasing equipment;
- (i) Furnishings and non-fixed Assets which are not essential to complete the Project;
- (j) General repairs and maintenance of the Project and related structures, unless they are part of a larger capital expansion;
- (k) Costs of services or works normally provided by the Recipient, incurred in the course of implementation of the Project, unless they have been specifically set out as being an Eligible Cost under section D.3.1 of this Schedule "D" of the Agreement;
- (l) Costs related to any goods and services which are received through donations or in kind;
- (m) Any overhead costs ordinarily incurred, including salaries, *per diems* and associated benefits of any employees of the Recipient, direct or indirect operating or administrative expenditures of the Recipient, and more specifically costs related to planning, engineering, architecture, supervision, management and other activities normally carried out by employees of the Recipient, unless those costs are in accordance with section D.3.1(e) and (h) of this Schedule "D" of the Agreement;
- (n) Taxes for which the Recipient is eligible to receive a tax rebate;
- (o) Any other costs in which the Recipient is able to claim any type of rebate or refund, irrespective of whether the Recipient makes a claim;
- (p) Legal fees;

- (q) Any amount of costs in which the Recipient is eligible to receive or will receive funding from the Province under another agreement; and
- (r) Without limiting the foregoing, any other costs that are not specifically set out as Eligible Costs under section D.3.1 of this Schedule “D” of the Agreement or the Province did not approve in writing prior to the Recipient incurring and paying those costs

Without limiting the foregoing, neither the Recipient nor any person providing goods, services or both for the Project will obtain those goods, services or both from another person that is not Arm’s Length from the Recipient or the person providing the goods, services or both for the Project without the Province’s prior written approval. The Province may impose terms and conditions on any written approval it provides, including:

- (a) Whether the costs can include any mark-up for profit, overhead or return on investment;
- (b) The value that can be included in the costs associated with a mark-up for profit, overhead or return on investment based on the following:
 - (i) Up to thirty percent (30%) of the total costs submitted can be attributable to profit charged for the goods, services or both,
 - (ii) Up to thirty percent (30%) of the total costs submitted can be attributable to overhead charged for the goods, services or both,
 - (iii) Up to ten percent (10%) of the total costs submitted can be attributable to return on investment for the goods, services or both,

and any costs for profit, overhead or return on investment that are greater than what the Province approved will be deemed to be an Ineligible Cost under the Agreement; and

- (c) Any special auditing requirements in addition to the auditing rights the Province already has under this Agreement to allow the Province to satisfy itself as to the validity of any costs incurred by the Recipient or any person providing goods, services or both for the Project from another person that is not Arm’s Length from the Recipient or the person providing the goods, services or both for the Project.

D.5 – PAYMENT OF FUNDS

D.5.1 Payment Of Funds. Subject to the terms and conditions of this Agreement, the Province will pay Funds to the Recipient based on the Recipient’s incurred and paid Eligible Costs, up to the Maximum Funds based on a calculation of the Province and Canada’s approved funding percentages (Maximum Funds divided by the total approved Eligible Costs) and the total Eligible Costs of the claim as determined by the Province.

D.5.2 Submission Of Claims. The Recipient will submit claims for payment to the Province on a regular basis ensuring compliance with D.4.1(c). Copies of paid invoices must be included with the Claims Report set out under Schedule “F” of this Agreement.

D.5.3 Claim Reimbursement. Claims will be reimbursed to the Recipient based on the Percentage of Program Support up to ninety (90) percent of the project costs. The remaining holdback percentage will be reimbursed as per D.1.2.

[Rest Of Page Intentionally Left Blank – Schedule “E” Follows]

SCHEDULE “E” COMMUNICATIONS PROTOCOL

E.1 PURPOSE OF SCHEDULE

E.1.1 Purpose Of Schedule. This Schedule describes the Recipient’s responsibilities and financial obligations in the joint communications activities and products for the Project to recognize the contribution of Funds toward the Project by the Province and Canada.

E.2 GENERAL PRINCIPLES OF SCHEDULE

E.2.1 General Principles. The Recipient acknowledges and agrees that it will work with both the Province and Canada to undertake communication activities for the Project in an open, effective and proactive manner, ensuring equal recognition of those that provided a financial contribution toward the Project. These general principles include the following:

- (a) All financial contributors to the Project will receive equal recognition and prominence when logos, symbols, flags and other types of identification are incorporated into events, signs and plaques for the Project, unless the Province and Canada specify otherwise;
- (b) All events, signs and plaques will follow this Schedule and any other requirements that the Province or Canada may specify from time to time;
- (c) Both official languages will be used for public information, signs and plaques in accordance with the *Official Languages Act* (Canada); and
- (d) The Recipient:
 - (i) May produce information kits, brochures, public reports and Internet sites providing information about the Project and the Agreement for private-sector interest groups, contractors and members of the Public,
 - (ii) Will consult with the Province and Canada in preparing the content and look of all such materials, and
 - (iii) Will get the Province and Canada’s approval for any references to the Province or Canada before said references are made.

E.3 EVENTS

E.3.1 Events. The Recipient:

- (a) Agrees that all Project-related milestone events, such as groundbreaking and ribbon-cutting ceremonies, will be organized in cooperation with the Province and Canada;
- (b) Will coordinate a mutually agreeable venue, date and time for the event in light of the Province and Canada’s availability and under no circumstances will an event take place without fifteen (15) Business Days’ notice to the Province and Canada;
- (c) May invite other elected officials as well as other local interested persons, such as contractors, architects, labour groups and community leaders, provided the Recipient consults with the Province and Canada before inviting those persons; and
- (d) Will ensure that federal, provincial and municipal flags are on display at any event for the Project.

E.3.2 Written Communications For Events. All written communications, such as public service announcements and posters, will indicate that the Project received Funds from the Province and Canada under the Building Canada Fund – Small Communities Fund. The Province

and Canada will assist the Recipient in developing written communications for any event. The Recipient, the Province and Canada will approve of all final copies of any written communications for events.

E.4 SIGNS

E.4.1 *Installation Of Signs.* The Recipient will produce via a party acting at Arm's Length in order for the production of the sign to be an Eligible Cost and install temporary and permanent signage for the Project to communicate the nature of the Project and the involvement of the Province and Canada. The Recipient will ensure that the design, wording and specifications for signs are in accordance with the Province and Canada's visual identity guidelines. The Recipient will ensure that temporary signage is installed at the Project site(s) thirty (30) days prior to the start of construction and be visible for the duration of the Project.

E.4.2 *Removal Of Signs.* The Recipient will remove temporary signs within ninety (90) days of the Project's Substantial Completion.

E.4.3 *Costs Of Signs.* The maximum costs for signs will be:

- (a) Two thousand two hundred fifty dollars (\$2,250.00) for small signs; and
- (b) Four thousand two hundred fifty dollars (\$4,250.00) for large signs.

E.5 PLAQUES

E.5.1 *Installation Of Plaque.* The Recipient may produce and install a plaque for the Project to communicate the nature of the Project and the involvement of the Province and Canada. The Recipient will ensure that the design, wording and specifications of the plaque are in accordance with the Province and Canada's visual identity guidelines.

E.5.2 *Costs Of Plaques.* The maximum cost for a plaque is two thousand five hundred dollars (\$2,500.00).

E.6 ELIGIBLE COSTS FOR COMMUNICATIONS ACTIVITIES

E.6.1 *Eligible Costs Related To Communications Activities.* The Recipient will pay the costs of preparing and delivering joint communications activities and products (e.g. press releases, press conferences, translation, etc.), including the organization of special events and the production of signage. In addition to the costs set out for signs under section E.4.3 of this Schedule "E" of the Agreement and the costs set out for plaques under section E.5.2 of this Schedule "E" of the Agreement, the following communications costs are Eligible Costs for the purposes of this Agreement:

- (a) Printing and mailing invitations;
- (b) Light refreshments, such as coffee, tea, juice, donuts and muffins;
- (c) Draping for plaque unveiling;
- (d) Project material for display and/or media kit; and
- (e) Rentals, such as flagpoles, stage, chairs, podium and public announcement system.

The costs of certain items, such as alcohol, china, tents, waiters, guest mileage or transportation, wine glasses, lamps, tea wagons, plants, photographers and gifts are not Eligible Costs.

SCHEDULE “F” REPORTING REQUIREMENTS

F.1 Reporting Requirements. The following Reports will be provided in full in the corresponding formatted provided hereafter and with such content as is satisfactory to the Province:

	NAME OF REPORT	DUE DATE
1.	Initial Project Report	Within five (5) Business Days of when the Recipient signs the Agreement if not previously submitted.
2.	Claim Report	In order to avoid invoices being deemed ineligible due to age (Section D.4.1(c)), claims will be submitted at least twice a year. NOTE: Costs that have not been claimed for reimbursement by March 31 of the Funding Year following the Funding Year in which the costs were incurred will be deemed ineligible.
3.	Progress Report	May 15 and October 15 of each calendar year from the Effective Date until the Project Completion Date.
4.	Final Report (including the Solemn Declaration of Substantial Completion)	Within sixty (60) Business Days of when: <ul style="list-style-type: none"> • The Project construction is Substantially Completed; or • The Project Completion Date.
5.	Other Reports	On or before the date the Province directs.

[Rest Of Page Intentionally Left Blank – Section F.2 Of Schedule “F” Follows]

F.2 – INITIAL PROJECT REPORT



New Building Canada Fund – Small Communities Fund

INITIAL PROJECT REPORT

Name of Recipient [Click here to enter Recipient name.](#)

Name of Project	Click here to enter Project name.	Project Number	Enter #
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Events	Forecasted Date
Start Date of Project	Click here to enter a date.
First Construction Tender Awarded	Click here to enter a date.
Start Date of Construction	Click here to enter a date.
End Date of Construction	Click here to enter a date.
End Date of Project	Click here to enter a date.

Expenditure Forecast Table

The purpose of this table is to show the total eligible costs that have been incurred from the start of the Project until the time the Project is complete. For the appropriate fiscal year (i.e. April 1, 2016 – March 31, 2017) all Recipients must enter their financial information by quarter when **costs** are expected to be **incurred** (rather than billed/invoiced or paid). Specifically, confirm the total cost of the work undertaken or items to be purchased and the associated value within the 3 month period. Please ensure that you are not netting out holdback costs to contractors. Enter the entire value of the work being performed, in the period in which the work was completed, even if you are not paying the holdback portion of the invoice at that time.

Quarter	Q1 (April – June)	Q2 (July – September)	Q3 (October – December)	Q4 (January – March)	Total by Fiscal Year
2016/17		Enter dollars.	Enter dollars.	Enter dollars.	Enter dollars.
2017/18	Enter dollars.	Enter dollars.	Enter dollars.	Enter dollars.	Enter dollars.
2018/19	Enter dollars.	Enter dollars.	Enter dollars.	Enter dollars.	Enter dollars.
2019/20	Enter dollars.	Enter dollars.	Enter dollars.	Enter dollars.	Enter dollars.
2020/21	Enter dollars.	Enter dollars.	Enter dollars.	Enter dollars.	Enter dollars.
2021/22	Enter dollars.	Enter dollars.	Enter dollars.		Enter dollars.
Total Eligible Costs (Less HST Rebate)					Enter dollars.

NOTES:

- Expenditures are only considered eligible after the Project Approval Date.

2. Please complete the expenditure table based on actual and projected expenditures. Costs are to be identified in the quarter that they have been or will be incurred (rather than when they are to be paid).
3. Please only include Net Eligible Expenditures -- total Eligible Costs less HST rebate. Enter the total Eligible Costs expected to be incurred up to when the project is completed, rather than reporting requested financial assistance (i.e., senior government's share of costs).
4. Expenditure forecasts should not exceed total eligible costs as identified in Schedule D of the Agreement.
5. If the Project cannot be completed within the specified timeframes, please contact the Province.

Funding Sources – List the source(s), and amount from that source, that represents your portion of the project	
Source (e.g. debenture, capital reserves, rate increases (taxes or user fees), Federal Gas Tax, Infrastructure Ontario debt/loan, bank loan, other funding programs (insert program name), etc.)	Amount (\$)
Click here to enter funding source.	\$ Enter dollars.
Click here to enter funding source.	\$ Enter dollars.
Click here to enter funding source.	\$ Enter dollars.
Click here to enter funding source.	\$ Enter dollars.

NOTE: As per Section B of your Agreement, for most Recipients all federal funding sources (including SCF funding) cannot exceed one-third (33.33%) of the total eligible costs of the project. For all public-private partnerships or for-profit private sector bodies, all federal funding sources (including SCF funding) cannot exceed one quarter (25%) of the total eligible costs.

Attestation:

I, [Click here to enter name of person who can bind the Recipient.](#), confirm that the Recipient noted above is in compliance with the terms and conditions found in the Agreement for this Project, including, but not limited to, commercial general liability insurance of not less than \$2 million is in place for the term of the Agreement.

Name: [Click here to enter name.](#)_____

Title: [Click here to enter title.](#)_____

Date: [Click here to enter a date.](#)

Please note that you do not need to sign this document, by inserting your name and title in the above area, you are agreeing to the above attestation. This document should be sent in electronically if at all possible and not as a scanned version.

Note: Any capitalized terms used in this Report will have the same meaning as set out in the Agreement.

F.4 – PROGRESS REPORT



New Building Canada Fund – Small Communities Fund

PROGRESS REPORT

This report is due twice a year on May 15 and October 15.

Name of Recipient [Click here to enter Recipient name.](#)

Name of Project [Click here to enter Project name.](#)

Project Number

[Enter #](#)

Estimated Percent of Project Completion [Enter %](#)

Events	Forecasted Date	Actual Date
Start Date of Project	Click here to enter a date.	Click here to enter a date.
First Construction Tender Awarded	Click here to enter a date.	Click here to enter a date.
Start Date of Construction	Click here to enter a date.	Click here to enter a date.
End Date of Construction	Click here to enter a date.	Click here to enter a date.
End Date of Project	Click here to enter a date.	Click here to enter a date.
Federal Signage Installed		Click here to enter a date.
Provincial Signage Installed		Click here to enter a date.

Description of Activities*	Activity Status (On, Ahead, or Behind Schedule; Completed or Not Applicable)	Issues to Date and Actions Taken to Resolve Issues	Confirm Expected Completion Date of Activity
<i>Design / Engineering</i>	Choose an item.	Click here to enter text.	Click here to enter date.
<i>Site Preparation</i>	Choose an item.	Click here to enter text.	Click here to enter date.
<i>Construction</i>	Choose an item.	Click here to enter text.	Click here to enter date.
<i>Maintenance Holdback Period</i>	Choose an item.	Click here to enter text.	Click here to enter date.
OVERALL PROJECT STATUS	Choose an item.	Click here to enter any general project status information not	

		included above.
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***NOTE: Each phase of the project should be noted in a separate chart.**

<p>Variance from original approved project (if any) Do you need to adjust your Project Description based on Project progress? If so, explain why and by when? Note: Inserting a project revision into this form does not constitute requesting permission to change the contracted Project Description or to reduce the number of components completed, a request must be sent through to the Program Manager as specified in Section B.1.8 of the Agreement.</p> <p>Click here to enter text.</p>

Expenditure Forecast Table

The purpose of this table is to show the total Eligible Costs that have been incurred from the Project Approval Date until the time the Project is complete. For the appropriate fiscal year (i.e. April 1, 2015 – March 31, 2016) all Recipients must enter their financial information by quarter when **costs** are expected to be **incurred** (rather than billed/invoiced or paid). Specifically, confirm the total cost of the work undertaken or items to be purchased and the associated value within the 3 month period. Please ensure that you are not netting out holdback costs to contractors. Enter the entire value of the work being performed, in the period in which the work was completed, even if you are not paying the holdback portion of the invoice at that time.

Quarter	Q1 (April – June)	Q2 (July – September)	Q3 (October – December)	Q4 (January – March)	Total by Fiscal Year
2016/17		Enter dollars.	Enter dollars.	Enter dollars.	Enter dollars.
2017/18	Enter dollars.	Enter dollars.	Enter dollars.	Enter dollars.	Enter dollars.
2018/19	Enter dollars.	Enter dollars.	Enter dollars.	Enter dollars.	Enter dollars.
2019/20	Enter dollars.	Enter dollars.	Enter dollars.	Enter dollars.	Enter dollars.
2020/21	Enter dollars.	Enter dollars.	Enter dollars.	Enter dollars.	Enter dollars.
2021/22	Enter dollars.	Enter dollars.	Enter dollars.		Enter dollars.
Total Eligible Costs (Less HST Rebate)					Enter dollars.

NOTES:

- Expenditures are only considered eligible after the Project Approval Date.
- Please complete the expenditure table based on actual and projected expenditures. Costs are to be identified in the quarter that they have been or will be incurred (rather than when they are to be paid).
- Please only include Net Eligible Expenditures - total Eligible Costs less HST rebate. Enter the total Eligible Costs expected to be incurred up to project completion, rather than reporting requested financial assistance (i.e., senior government's share of costs).
- Expenditure forecasts should not exceed Total Eligible Costs as identified in Schedule D of the Agreement.
- If the Project cannot be completed within the specified timeframes, please contact the Province.

Funding Sources – List the source(s), and amount from that source, that represents your portion of the project	
Source (e.g. debenture, capital reserves, rate increases (taxes or user fees), Federal Gas Tax, Infrastructure Ontario debt/loan, bank loan, other funding programs (insert program name), etc.)	Amount (\$)
Click here to enter funding source.	\$ Enter dollars.
Click here to enter funding source.	\$ Enter dollars.
Click here to enter funding source.	\$ Enter dollars.
Click here to enter funding source.	\$ Enter dollars.

NOTE: As per Section B of your Agreement, for most Recipients all federal funding sources (including SCF funding) cannot exceed one-third (33.33%) of the total eligible costs of the project. For all public-private partnerships or for-profit private sector bodies, all federal funding sources (including SCF funding) cannot exceed one quarter (25%) of the total eligible costs.

Claims

Claims should be submitted regularly (i.e., at least twice a year). The amount of claims submitted on the Project should align with the expenditure forecasts noted above. As noted in Section D.4.1(c) of the Agreement, Recipients must claim invoices prior to the Fiscal Year after the year in which they were incurred (i.e., costs incurred between April 1, 2015 and March 31, 2016 must be claimed by March 31, 2017). Any invoices not claimed by this time are referred to as “stale-dated” and are deemed *ineligible*. This means in some cases Recipients will need to submit a separate claim for unpaid contractor holdbacks (do not mix with other paid invoices).

<p>Other Progress to date <i>Include any communications events, and communications sent/received (oral or written) from any Aboriginal groups, including dates, where applicable or available. Please include copies of all communication with Aboriginal groups.</i></p>
<p>Click here to enter text.</p>

NOTE: If during the course of the construction of your project any archaeological resources are found, other impacts that could affect Aboriginal or treaty rights emerge, or you are contacted by any Aboriginal Community that is expressing concerns about the project and potential impacts on their rights, you must immediately cease construction and notify your project analyst.

Attestation:

I, [Click here to enter name of person who can bind the Recipient.](#), confirm that the Recipient noted above is in compliance with the terms and conditions found in the Agreement for this Project, including but not limited to that commercial general liability insurance of not less than \$2 million is in place for the term of the Agreement.

Name: [Click here to enter name.](#)

Title: [Click here to enter title.](#)

Date: [Click here to enter a date.](#)

Please note that you do not need to sign this document, by inserting your name and title in the above area, you are agreeing to the above attestation. This document should be sent in electronically if at all possible and not as a scanned version.

Note: Any capitalized terms used in this Report will have the same meaning as set out in the Agreement.

F.5 – FINAL REPORT



New Building Canada Fund – Small Communities Fund

FINAL REPORT

Project No.: Enter #	Project Title: Click here to enter project title.
Date: Click here to enter a date.	Recipient Name: Click here to enter Recipient name.

Final Reports are to be completed and submitted to the Province **within sixty (60) Business Days of the completion of the Project or as otherwise specified in the Agreement.** Please contact your Project Analyst should you have any questions filling in this report.

Section 1. Project Details

Dates	Forecasted*	Actual
Construction Start Date	Click here to enter a date.	Click here to enter a date.
Construction End Date	Click here to enter a date.	Click here to enter a date.

* Forecasted date will be the first date submitted on your Project’s Initial Project Report.

Was the Project completed as per your application and Schedule “C” of the Agreement or by any amending agreement?

Yes No If No, please provide details on any variances below

Project Variances (if applicable)

In reading the description provided in Schedule “C” of the Agreement or in any subsequent amendments, has the Project experienced any variances either in its scope, budget or schedule? Please identify any other information with respect to the Project that may have changed or may have been altered. Ensure that you provide a rationale for any variances from the approved Project Description.

Section 2. Financial Information

Budget Item	Budgeted Cost	Actual Cost
Engineering Design, EA/Permits, Project Management	\$ Enter dollars.	\$ Enter dollars.
Materials	\$ Enter dollars.	\$ Enter dollars.
Construction	\$ Enter dollars.	\$ Enter dollars.
Leasing of Equipment	\$ Enter dollars.	\$ Enter dollars.
Communication Materials	\$ Enter dollars.	\$ Enter dollars.
Miscellaneous	\$ Enter dollars.	\$ Enter dollars.
GROSS ELIGIBLE COST	\$ Enter total of above.	\$ Enter total of above.
Less HST Rebate	\$ Insert the applicable HST rebate.	\$ Insert the applicable HST rebate.
TOTAL NET ELIGIBLE COST	\$ Enter total of Gross less Rebate.	\$ Enter total of Gross less Rebate.

NOTE: If the actual costs are 20% less or greater than the estimated costs for any of the above categories, please attach an explanation of the variance for each.

Funding Sources – List the source(s) and amount from that source that represents your portion of the project		
Source (e.g. debenture, capital reserves, rate increases (taxes or user fees), Federal Gas Tax, Infrastructure Ontario debt/loan, bank loan, other funding programs (insert program name), etc.)	Initial Amount** (\$)	Actual Amount (\$)
Click here to enter funding source.	\$ Enter dollars.	\$ Enter dollars.
Click here to enter funding source.	\$ Enter dollars.	\$ Enter dollars.
Click here to enter funding source.	\$ Enter dollars.	\$ Enter dollars.
Click here to enter funding source.	\$ Enter dollars.	\$ Enter dollars.

** Initial Amounts from your Project’s Initial Project Report.

Section 3. Project Benefits and Impact Questions

The following questions must be completed with the results of the Project. The questions outlined in sections 3, 4 and 5 will help assess the impact of the Project and client satisfaction with program delivery.

Project Benefits and Impacts

1. What was the primary objective of your Project?
<input type="checkbox"/> Address urgent public health and safety issues.

Maintain public health and safety over the long-term.
 Address barriers to economic growth.

2. Was this Project (or the need for this Project), identified in one of the following documents? Please check all that apply

Asset Management Plan (if you check this box, please see Question 3).
 Economic Development Plan and/or Strategy.
 Business or market development plan?
 Other? Please specify: _____

3. FOR MUNICIPAL RECIPIENTS ONLY: As detailed in the asset management plan (AMP), what was the priority of the Project you just completed with this funding?

Over due to be completed?
 Due to be completed this year?
 Due to be completed in the next year?
 Due to be completed in the next 2-5 years?
 Due to be completed in the next 5+ years?
 Was not detailed in plan, Please specify: _____

4. Did you encounter any barriers to completing your project?

Yes No If yes, please describe what they were and how you overcame them.

5. Please indicate which of the following benefits have been experienced or are anticipated to occur as a result of the Project. Provide details where possible.

	At project completion	Anticipated (1-2 years out)	Details
Addressed urgent public health and safety issues.	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	Click here to enter text.
Highest priority items in AMP addressed earlier than planned.	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	Click here to enter text.
Improved economic infrastructure that was identified as a barrier to growth.	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	Click here to enter text.
Business retention and/or expansion and/or economic growth.	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	Click here to enter text.
Other? Please specify: _____	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	Click here to enter text.

Section 4. Other Benefits / Information

Please provide any other information which demonstrates the success of the Project and its impact on other stakeholders, rural communities and the province of Ontario.

Section 5. Client Satisfaction Survey

Based on your Project experience with Ontario, please indicate with an “X” in the appropriate box for your response.

1. Please indicate the extent to which you agree or disagree with the following statements.	Strongly Agree	Agree	Neither Agree nor Disagree	Disagree	Strongly Disagree
	1	2	3	4	5
a. Once my Project was approved, I received all the information needed to proceed to the next step of the Project.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. The report forms were easy to understand and complete.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. I was able to reach appropriate Ontario staff without difficulty.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Ontario staff were knowledgeable.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. I received consistent advice from Ontario staff.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. Ontario staff was courteous.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

2. Overall, how satisfied were you with the amount of time it took to get the service that you required?	Very satisfied	Satisfied	Neither satisfied nor dissatisfied	Dissatisfied	Very dissatisfied
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

3. Overall, how satisfied were you with the service you received while implementing your Project?	Very satisfied	Satisfied	Neither satisfied nor dissatisfied	Dissatisfied	Very dissatisfied
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

4. To what extent did the availability of this funding assistance influence your decision to undertake the Project?	To a great extent	Somewhat	Very little	Not at all
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Section 6. Aboriginal Duty to Consult

Please provide particulars as to how the requirements have been met under the Appendix to Schedule “B” of the Agreement.

Please indicate:

Declaration required for the Project:

Confirmation provided to the Province indicating that there has been no communication from any Aboriginal Groups and that there were no items of cultural significance to Aboriginal Groups discovered with respect to the Project. Yes No

Declaration required for Project with additional Duty to Consult requirements, as identified by the Province

Notice about the Project, as well as a full Project description, was provided to identified Aboriginal Groups making them aware of the opportunity to express comments and concerns with respect to the following: Yes No

- the Project;
- adverse impacts on hunting, trapping, fishing and plant harvesting; and
- any burial grounds or archaeological sites of cultural significance.

A copy of this correspondence to identified Aboriginal Groups was provided to the Province. Yes No

The Province was made aware of any issue(s) identified by any Aboriginal Groups. Yes No

A copy of any correspondence/information between the recipient and any Aboriginal Groups was forwarded to the Province. Yes No

Section 7. Comments

Is there anything else you would like to tell us about your experience related to the Project?

Section 8. Confidentiality, Certification and Signature

Confidentiality

Information submitted in this Final Report to the Province will be subject to the *Freedom of Information and Protection of Privacy Act*. **Any information submitted in confidence should be clearly marked “CONFIDENTIAL” by the Recipient.** Inquiries about confidentiality should be directed to the Rural Programs Branch.

Certification

I certify that:

1. The Project as described in the Agreement is complete and was completed in accordance with Schedule “C” of the Agreement or any amending Agreement;
2. The Project was completed in accordance with all terms/conditions of the Agreement and all Requirements of Law;
3. No Funding was spent on Ineligible Costs;
4. The Recipient will provide any remaining Funds to the Province within thirty (30) Business Days of receiving Notice from the Province that the Province has approved the Recipient’s Final Report;
5. The Recipient has all supporting invoices and records available for audit if required; and
6. All information provided in this Final Report as well as all previous Reports submitted to the Province is – to the best of my knowledge, belief and understanding, true and correct in all material aspects.

The official noted below warrants that these statements are true as of the date indicated.

<i>NAME OF AUTHORIZED OFFICIAL:</i>	Click here to enter name.
<i>TITLE:</i>	Click here to enter title.
<i>DATE:</i>	Click here to enter a date.

Note: Any capitalized terms used in this Report will have the same meaning as set out in the Agreement.

Section 9. Solemn Declaration of Substantial Completion
Must be completed by a Registered Engineer or Architect or a Municipal Official.



New Building Canada Fund – Small Communities Fund (NBCF-SCF)
Nouveau Fonds Chantiers Canada - Fonds des petites collectivités (NFCC-FPC)

SOLEMN DECLARATION OF SUBSTANTIAL COMPLETION

Project Number	Enter #
Recipient Name	Click here to enter Recipient name.

In the matter of the Agreement entered into between, Her Majesty the Queen in right of Ontario, as represented by the Minister of Agriculture, Food and Rural Affairs and the above-noted Recipient, on _____, 2016.

I, _____ a _____ (Registered Engineer or Architect, Municipal Official) in the Province of Ontario, do solemnly declare as follows:

1. That I am the _____(title, department, organization), and as such have knowledge of the matters set out herein;
2. That the work identified as Project _____ in the above-mentioned Agreement _____ (has / has not) been Substantially Completed as described in Schedule C, dated _____ on the _____ day of _____ 20__.
3. That the value (dollar amount) of substantially completed work on the Project, by _____, 20__(date) is _____ (dollars).
4. That the work:
 - a. was carried out by _____ (the prime contractor), between _____ (start date) and _____ (completion date);
 - b. was supervised and inspected by qualified staff;
 - c. conforms with the plans, specifications and other documentation for the work; and
 - d. conforms with applicable environmental legislation, and appropriate mitigation measures have been implemented.

Declared at _____(city), in the Province of Ontario this _____ day of _____, 20__.

(Signature)

Name:

Witness Name:

Title:

Title:

Note: Any capitalized terms used in this Report will have the same meaning as set out in the Agreement

The Corporation of the City of Temiskaming Shores

By-law No. 2016-163

**Being a by-law to authorize the Sale of Land to 2415577
Ontario Ltd. being Lot 252 on Plan M-143 N.B., Bucke
Twp. in the District of Timiskaming**

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

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

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

And whereas By-law No. 2015-160 establishes procedures for the disposal of real property, including the giving of notice to the public, governing the sale of land;

And whereas Council considered the Public Meeting at the October 4, 2016 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an Agreement of Purchase and Sale with 2415577 Ontario Ltd. (Adolph Ng) for municipal real property for consideration at the October 18, 2016 Regular Council meeting;

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

1. That Council hereby confirms the procedures set forth in By-law No. 2015-160 have been followed by the municipality in order to allow for the sale of lands herein after referred to in this By-law;
2. That Council authorizes the entering into an Agreement of Purchase and Sale between **2415577 Ontario Ltd. (Adolph Ng)** as Purchaser and The Corporation of the **City of Temiskaming Shores** as Vendor, in the form annexed hereto as Schedule "A" and forming part of this by-law;
3. That Council agrees to sell the subject land in the amount of \$1,000 plus applicable taxes and other such considerations outlined in the said agreement land legally described as:

Lot 252 on Plan M-143 N.B., Parcel 8146 SST, Bucke Township, District of Timiskaming

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 18th day of October, 2016.

Mayor – Carman Kidd

Clerk – David B. Treen

Offer to Purchase

2415577 Ontario Ltd.,
(as "Purchaser"), having inspected the property, hereby agree to and with

The Corporation of the City of Temiskaming Shores,
(as "Vendor") to purchase the property being:

Lot 252 on Plan M-143 N.B. Pcl. 8146 SST, Bucke Twp. District of Timiskaming

(herein called the "Real Property") at the price of \$1,000 payable on the closing date hereinafter set forth.

This offer to Purchase shall be conditional upon the Purchaser entering into an agreement with the Vendor on or before closing, failing which this Offer to Purchaser shall be null and void and the deposit returned to the Purchaser without any reduction or interest. Only the Vendor may waive this condition at its option.

Release of Information

Vendor authorizes the release of any information relating to the Real Property to the Purchaser and the Purchaser's solicitor by any governmental body or authority and appoints the Purchaser and the Purchaser's solicitor as its agent for the purpose. Without limiting the generality of the foregoing the Vendor consents to the disclosure to the Purchaser and the Purchaser's solicitor of any information relating to the Real Property or the use thereof pursuant to the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, C.F. 31 and the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, C. M. 56.

Deficiency Notices and Work Orders

The Vendor represents that as at the date of acceptance hereof the Vendor has not received from any municipal or other governmental authority any deficiency notice or work order affecting the Real Property pursuant to which any deficiencies are required to be remedied or any demolition, repairs or replacements are required to be carried out. If the Vendor receives any such deficiency notice or work order after the date of acceptance hereof, the Vendor shall forthwith produce same to the Purchaser for inspection. If by the date of closing the Vendor has not either (a) complied with such deficiency notice or work order, or (b) settled with the Purchaser any question of an abatement of the purchase price arising out of such deficiency notice or work order, the Purchaser may at his option either (a) accept the Real Property subject to such deficiency notice or work order or (b) terminate this Agreement. In the event of termination as aforesaid, all moneys paid hereunder shall be returned to the Purchaser without interest or deductions.

Adoption of LSUC – OBA Document Registration Agreement

Provided the solicitors for each of the Vendor and the Purchaser are able to complete transactions using electronic registration, the parties agree to complete this transaction using electronic registration, to adopt the LSUC-OBA Document Registration Agreement in use on the Closing Date, and to abide by, and instruct their solicitors to abide by, the closing procedures set forth therein for electronic registration.

Acceptance

This Offer shall be irrevocable by the Purchaser until **11:59 P.M. on the 30th day after the date of signing the offer**, after which time, if not accepted, this Offer shall be null and void and the deposit returned to the Purchaser without interest or deduction.

Title

Title to the Real Property shall be good and free from all encumbrances, except as set out in this Agreement, and except local rates, and except as to any registered restrictions or covenants that run with the land, and subdivision agreements with the municipality, provided the same have been complied with, and except for minor easements for hydro, gas, telephone or like services. Purchaser shall accept the Real Property subject to municipal and other governmental requirements, including building and zoning by-laws, regulations and orders, provided same have been complied with.

Requisitions

Purchaser shall be allowed until closing to investigate the title at his own expense and to satisfy himself that there is no breach of municipal or other governmental requirements affecting the Real Property, that its present use may be lawfully continued and that the principal buildings may be insured against risk of fire. If within that time any valid objection to title or to any breach of municipal or other governmental requirements, or to the fact that the present use may not be lawfully continued, or that the principal buildings may not be insured against risk of fire, which the Vendor is unable or unwilling to remove, remedy or satisfy, and which the Purchaser will not waive, this Agreement shall notwithstanding any intermediate acts or negotiations, be null and void and the deposit money returned to the Purchaser, without interest or deduction, and the Vendor shall not be liable for any costs or damages whatever. Save as to any valid objection so made within such time the Purchaser shall be conclusively deemed to have accepted the Vendor's title to the Real Property.

Surveys and Documents

The Purchaser shall not call for the production of any title deed, abstract, survey or other evidence of title except such as are in the possession or control of the Vendor. The Vendor agrees that he will deliver any existing survey to the Purchaser as soon as possible and prior to the last day allowed for examining title. In the event that a discharge of any mortgage or charge held by a Chartered Bank, Trust Company, Credit Union or Insurance Company which is not to be assumed by the Purchaser on completion, is not available in registrable form on completion, the Purchaser agrees to accept the Vendor's solicitor's personal undertaking to obtain, out of the closing funds, a discharge or cessation of charge in registrable form and to register same on title within a reasonable period of time after completion, provided that on or before completion the Vendor shall provide to the Purchaser a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, together with a direction executed by the Vendor directing payment to the mortgagee, of the amount required to obtain the discharge

out of the balance due on completion.

Closing

This Agreement shall be completed on or before November 30, 2016 on which date vacant possession of the Real Property shall be given to the Purchaser unless otherwise provided for herein.

Inspection of Property

The Purchaser acknowledges having inspected the Real Property prior to submitting this Offer and understands that upon the Vendor accepting this offer there shall be a binding Agreement of Purchase and Sale between the Purchaser and the Vendor. The Purchaser shall be entitled to inspect the Real Property immediately prior to the date for completion.

Adjustments

Unearned fire insurance premiums, fuel, taxes, rentals and all local improvements and water rates and other charges for municipal improvements to be apportioned and allowed to the date of completion of sale (the day itself to be apportioned to the Purchaser). Provided Purchaser may elect not to accept assignment of fire insurance in which case no adjustment for insurance premiums.

Costs

The deed or transfer, save for Land Transfer Tax Affidavit, to be prepared at the expense of the Vendor in a form acceptable to the Purchaser and if a mortgage or charge is to be given back, it shall be prepared at the expense of the Purchaser in a form acceptable to the Vendor.

Planning Act Compliance

This Agreement shall be effective only if the provisions of Section 50 of the *Planning Act*, R.S.O. 1990, C.P. 13 as amended, are complied with, and the Vendor agrees, at his expense, to comply with such provisions and to proceed diligently with the application for such compliance, if necessary.

The Transfer/Deed of Land to be given to the Purchaser shall contain a statement of the Vendor and the Vendor's solicitor pursuant to section 50(22) of the *Planning Act*, R.S.O. 1990, C.P. 13 as amended.

Spousal Consent

The Vendor represents and warrants that no consent to this transaction is required pursuant to s.21(1) of the *Family Law Act*, R.S.O. 1990, C.F. 3 unless the Vendor's spouse has executed this agreement to consent thereto, and that the Transfer/Deed shall contain a statement by the Vendor as required by section 21(3) of the *Family Law Act*, R.S.O. 1990, C.F. 13 or the spouse of the Vendor shall execute the Transfer/Deed to consent thereto.

Residency of Vendor

Vendor further agrees to produce evidence that he is not now and that on closing he will not be

a non-resident of Canada within the meaning of s.116 of the *Income Tax Act* of Canada, or in the alternative, evidence that the provisions of s.116 regarding disposition of property by a non-resident person have been complied with at or before closing, failing which the Purchaser will be credited towards the purchase price with the amount, if any, which shall be necessary for the Purchaser to pay to the Minister of Revenue in order to satisfy the Purchaser's liability in respect of tax payable by the Vendor under S. 116 of the *Income Tax Act* of Canada by reason of the sale.

Facsimile

Either party may execute this document by signing a facsimile thereof. The parties agree that execution by any party of a facsimile shall be in all respects identical to execution of an original or photocopy. The parties agree to accept a facsimile of the signature of any party as evidence of the fact that the agreement has been executed by that party. In all respects a facsimile signature may be accepted as having the same effect as an original signature.

Counterpart

This agreement may but need not be executed in counterpart.

Time of Essence

This Offer, when accepted, shall constitute a binding contract of purchase and sale, and time in all respects shall be of the essence in this Agreement.

G.S.T./H.S.T.

This transaction is subject to Goods and Services Tax (G.S.T.) pursuant to the *Excise Tax Act* (Canada) as amended (the "Act") and/or Harmonized Sales Tax (H.S.T.) pursuant to the Act and the *Ontario Tax Plan for More Jobs and Growth Act*, 2009, S.O. 2009, C.34, and such G.S.T./H.S.T. is in addition to and not included in the purchase price.

The Purchaser is registered under the Act and shall provide the Vendor and his solicitor with proof of his G.S.T./H.S.T. registration and an indemnity in a form reasonably satisfactory to the Vendor and its solicitor.

Representations and Warranties

It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement or the Real Property or supported hereby other than as expressed herein in writing.

Tender

Any tender of documents or money hereunder may be made upon the Vendor or Purchaser or upon the solicitor acting for the party on whom tender is desired, and it shall be sufficient that a cheque certified by a chartered bank or a trust company or the trust cheque of the law firm acting for the party desiring such tender be tendered instead of cash.

Costs of Registration

The Purchaser is required to pay the costs of registration and taxes for both parties documents.

Gender

This Offer and the resulting Agreement to be read with all changes of gender or number required by the context.

Remainder of this page left blank intentionally

Signed, Sealed and Delivered this _____ day of _____, 2016.

in the presence of:

Purchaser: **2415577 Ontario Ltd.**

Per: _____
President - Adolph Ng,

Per: _____
Witness

Purchaser's Address:

40 Patricia Avenue
North York, Ontario
M2M 1H8

Attn.: Adolph Ng
Phone: 647-204-2998
Fax: 705-647-8199

We have authority to bind the Corporation.

The Vendor hereby accepts the above offer.

Dated at the City of Temiskaming Shores this _____ day of _____, 2016.

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

Per: _____
Mayor - Carman Kidd

Per: _____
Clerk - David B. Treen

We have authority to bind the Corporation.

Vendor's Address:

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

Attn.: David B. Treen, Clerk
Phone: 705-672-3363
Fax: 705-672-3200

Purchaser's Solicitor:

KEMP PIRIE
P.O. Box 1540
22 Armstrong Street
New Liskeard, ON P0J 1P0
Attn: George W. Kemp

Phone Number: (705) 647-7353
Fax Number: (705) 647-6473

Vendor's Solicitor:

KEMP PIRIE
P.O. Box 1540
22 Armstrong Street
New Liskeard, ON P0J 1P0
Attn: George W. Kemp

Phone Number: (705) 647-7353
Fax Number: (705) 647-6473

The Corporation of the City of Temiskaming Shores

By-law No. 2016-164

**Being a by-law to adopt the 2016-2017 Winter
Operations Plan for the City of Temiskaming Shores**

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

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

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

And whereas Council considered Administrative Report PW-045-2016 at the October 18, 2016 Regular Council meeting and directed staff to finalize the 2016-2017 Winter Operations Plan and directed staff to prepare the necessary by-law for consideration at the October 18, 2016 Regular Council meeting.

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

1. That Council hereby adopts the 2016-2017 Winter Operations Plan for the City of Temiskaming Shores, attached hereto as Schedule "A" and forming part of this by-law; and
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

Read a first, second and third time and finally passed this 18th day of October, 2016.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to
By-law No. 2016-164

2015-2016 Winter Operations Plan



City of Temiskaming Shores

Public Works Department Operations Division

Winter Operations Plan 2016 – 2017

Roadways and Sidewalks

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Purpose

This Winter Operations Plan sets out a policy and procedural framework for ensuring that the Corporation of the City of Temiskaming Shores continuously improves on the effective delivery of winter maintenance services and the management of road salt used in winter maintenance operations, as outlined in Environment Canada's Code of Practice for the Environmental Management of Road Salts.

The plan is meant to be dynamic, to allow the municipality to evaluate and phase-in any changes, new approaches and technologies in winter maintenance activities in a fiscally sound manner. At the same time, any modifications to municipal winter maintenance activities must ensure that roadway safety is not compromised. As specified in the Code of Practice for the Environmental Management of Road Salts, the Winter Operations Plan for the Corporation of the City of Temiskaming Shores was endorsed by Council on the 18th day of October, 2016.

Definitions

Anti-icing means the application of liquid de-icers directly to the road surface in advance of a winter event. (The City does not apply de-icing agents to the road surface.)

De-icing means the application of solids, liquids, pre-treated material to the road surface after the on-set of the winter event.

Highway includes a common and public highway, street, avenue, parkway, driveway, square, place, bridge, viaduct or trestle, any part of which is intended for or used by the general public for the passage of vehicles and includes the area between the lateral property lines thereof.

Paved Road is a road with an asphalt surface, concrete surface, composite pavement, or portland cement.

Pre-treat means the application of liquids (calcium chloride, sodium chloride, etc.) to dry sand or salt prior to being loaded for storage or applied to the road surface.

Pre-wetting means the application of liquids (calcium chloride, sodium chloride, etc.) at the spinner of the truck just prior to application to the road surface.

Surface Treated Road is road with bituminous surface treatment comprised of one or two applications of asphalt emulsion and stone chips over a gravel road.

Unpaved Road is a weather condition affecting roads such as snowfall, wind blown snow, freezing rain, frost, black ice, etc to which a winter event response is required.

Winter Event is a weather condition affecting roads such as snowfall, wind blown snow, freezing rain, frost, black ice, etc. to which a winter event response is required.

Winter Event Response is a series of winter maintenance activities performed in response to a winter event.

- **Continuous Winter Event Response** is a response to a winter event with full deployment of manpower and equipment that plow/salt/sand the entire system.
- **Spot Winter Event Response** is a response to a winter event with only a part deployment of manpower and equipment or with full deployment to only part of the system.

Winter Event Response Hours are the total number of person-hours per year (plowing, salting/sanding, winging back, etc.) to respond to winter events.

1.0 Objective

The objective of the **2016-17 Winter Operations Plan** is to define standards to be maintained and procedures to be followed, to reduce the hazards resulting from winter snow and ice, in order to maintain the City's roadways and sidewalks in a safe condition.

Winter operations standards establish levels of service for snow and ice control across the city, for various classes and priorities of roadways and sidewalks, to ensure the safe and efficient movement of vehicles, people, goods and services through our community. The standards recognize the difference in traffic conditions and associated risk management on the various classes of roadways and sidewalks. Additionally the standards indicate that levels of service may not be met until after the cessation of a winter storm or snowfall event.

Winter operations procedures indicate the actions to be taken in order to maintain the above noted standards. The procedures, in conjunction with the standards, recognize that the winter maintenance measures cannot be carried out on all roadways and sidewalks at the same time, and due to the associated risk management, must follow the priorities as defined by the classification of the roadways and sidewalks.

Notwithstanding the Corporation of the City of Temiskaming Shores is committed to improving winter maintenance operations while continuing to ensure public safety. The Corporation of the City of Temiskaming Shores will optimize the use of winter maintenance materials containing chlorides on most municipal roads while striving to minimize negative impacts to the environment. The Corporation of the City of Temiskaming Shores public works staff will strive, insofar as reasonably practicable, to provide safe winter road conditions for vehicular and pedestrian traffic as set out in the level of service policies and within the

resources established by the Council of the Corporation of the City of Temiskaming Shores.

2.0 Policy Statement

The Corporation of the City of Temiskaming Shores will provide efficient and cost effective winter maintenance to ensure, insofar as reasonably practicable, the safety of users of the municipal road network in keeping with applicable provincial legislation and accepted standards while striving to minimize adverse impacts to the environment. These commitments will be met by:

- adhering to the procedures contained within the Winter Operations Plan;
- reviewing and upgrading the Winter Operations Plan on an annual basis to incorporate new technologies and new developments;
- committing to ongoing winter maintenance staff training and education; and
- monitoring on an annual basis, the present conditions of the winter maintenance program, as well as the effectiveness of the Winter Operations Plan.

3.0 Responsibilities

The Director of Public Works is ultimately responsible for winter maintenance operations within the City of Temiskaming Shores. The Superintendent of Transportation Services, reporting to the Director of Public Works, is directly responsible, for winter maintenance operations. The two Superintendents of the operations division have front line management level responsibilities, for directing the winter maintenance operations.

Winter operations are carried out by a combination of full time road employees and, as required, contractor services, including three Heavy Equipment Operator / Crew Leaders, one Heavy Equipment / Crew Leader – Mechanic, twelve Equipment Operators and four Water and Sewer Operators reporting to the two Superintendents.

The Heavy Equipment Operator / Crew Leader or Patrol Person working evening shift, night shift or weekend shifts will be required to carry "*on-duty*" cell phones that will receive emergency calls re-directed from the Public Works main complex telephone system during their respective shifts. It is the responsibility of that person to contact the Superintendent or his approved alternate, to act on the emergency accordingly.

The Crew Leader or Patrol Person will be responsible to contact the Superintendent, or his approved alternate, to arrange for additional operators and equipment, as may be required, to ensure that the roads are cleared of ice and snow in accordance with this plan.

4.0 Winter Maintenance Program

4.1.0 The System Maintained

The major activities related to winter maintenance are:

- snow plowing
- salt /sand application
- salt and sand storage
- snow removal snow storage
- sidewalk plowing and de-icing

The Corporation of the City of Temiskaming Shores is responsible for winter maintenance on:

Paved Roads	352 lane km
Surface Treated Roads	19 lane km
Unpaved Roads	244 lane km
Sidewalks	42 km
Paths and Trails	8 km

For the purposes of this winter operations plan, the highways under the jurisdiction of the Corporation of the City of Temiskaming Shores have been classified (Class 2, 3,4, 5 & 6) as per the following table which is based on the Classification of Highways table included in O.Reg. 239/02.

Classification of Highways

Average Annual Daily Traffic (number of motor vehicles)	Posted or Statutory Speed Limit (kilometres per hour)						
	91 - 100	81 - 90	71 - 80	61 - 70	51 - 60	41 - 50	1 - 40
15,000 or more	1	1	1	2	2	2	2
12,000 - 14,999	1	1	1	2	2	3	3
10,000 - 11,999	1	1	2	2	3	3	3
8,000 - 9,999	1	1	2	3	3	3	3
6,000 - 7,999	1	2	2	3	3	3	3
5,000 - 5,999	1	2	2	3	3	3	3
4,000 - 4,999	1	2	3	3	3	3	4
3,000 - 3,999	1	2	3	3	3	4	4
2,000 - 2,999	1	2	3	3	4	4	4
1,000 - 1,999	1	3	3	3	4	4	5

500 - 999	1	3	4	4	4	4	5
200 - 499	1	3	4	4	5	5	5
50 - 199	1	3	4	5	5	5	5
0 - 49	1	3	6	6	6	6	6

For the purposes of the table above to this section, the average daily traffic on a highway or part of a highway under the jurisdiction of the Corporation of the City of Temiskaming Shores shall be determined:

- a. by counting and averaging the daily two-way traffic on the highway or part of the highway; or
- b. by estimating the average daily two-way traffic on the highway or part of the highway.

The table below summarizes the road system in the Corporation of the City of Temiskaming Shores as follows:

	Paved(L Km.)		Surface Treated(L Km.)		Unpaved (L Km.)	
	Rural	Urban	Rural	Urban	Rural	Urban
Class 1	0	0	0	0	0	0
Class 2	15.23	0	0	0	0	0
Class 3	18.21	30.62	7.8	0	0	0
Class 4	13.76	58.94	12.22	0	0	0.2
Class 5	4.9	71.1	0	0	48.34	10.51
Class 6	0	143.09	0	0	136.65	50.36

4.2.0 Level of Service

The Corporation of the City of Temiskaming Shores provides the following level of service during the winter maintenance season, as set out in 3.3.0, in response to a winter event.

Weather monitoring

- (1) From October 1 to April 30, the minimum standard is to monitor the weather, both current and forecast to occur in the next 24 hours, once every shift or three times per calendar day, whichever is more frequent, at intervals determined by the municipality.
- (2) From May 1 to September 30, the minimum standard is to monitor the weather, both current and forecast to occur in the next 24 hours, once per calendar day.

Snow accumulation

Section 4 of the Regulation is revoked and the following substituted:

- (1) The minimum standard for addressing snow accumulation is,
 - (a) after becoming aware of the fact that the snow accumulation on a roadway is greater than the depth set out in the Table to this section, to deploy resources as soon as practicable to address the snow accumulation; and
 - (b) after the snow accumulation has ended, to address the snow accumulation so as to reduce the snow to a depth less than or equal to the depth set out in the Table within the time set out in the Table,
 - (i) to provide a minimum lane width of the lesser of three metres for each lane or the actual lane width, or
 - (j) on a Class 4 or Class 5 highway with two lanes, to provide a total width of at least five metres.
- (2) If the depth of snow accumulation on a roadway is less than or equal to the depth set out in the Table to this section, the roadway is deemed to be in a state of repair with respect to snow accumulation.
- (3) For the purposes of this section, the depth of snow accumulation on a roadway may be determined in accordance with subsection (4) by a municipal employee, agent or contractor, whose duties or responsibilities include one or more of the following:
 1. Patrolling highways.
 2. Performing highway maintenance activities.
 3. Supervising staff who perform activities described in paragraph 1 or 2.
- (4) The depth of snow accumulation on a roadway may be determined by,
 - (a) performing an actual measurement;
 - (b) monitoring the weather; or
 - (c) performing a visual estimate.
- (5) For the purposes of this section, addressing snow accumulation on a roadway includes, but is not limited to,
 - (a) plowing the roadway;

- (b) salting the roadway;
 - (c) applying abrasive materials to the roadway; or
 - (d) any combination of the methods described in clauses (a), (b) and (c).
- (6) This section does not apply to that portion of the roadway designated for parking,

Snow Accumulation

Class of Highway	Depth	Time
1	2.5 cm	4 hours
2	5 cm	6 hours
3	8 cm	12 hours
4	8 cm	16 hours
5	10 cm	24 hours

Ice formation on roadways and icy roadways

Section 5 of the Regulation is revoked and the following substituted:

- (1) The minimum standard for the prevention of ice formation on roadways is doing the following in the 24-hour period preceding an alleged formation of ice on a roadway:
- 1. Monitor the weather in accordance with section 3.1.
 - 2. Patrol in accordance with section 3.
 - 3. If the municipality determines, as a result of its activities under paragraph 1 or 2, that there is a substantial probability of ice forming on a roadway, treat the roadway to prevent ice formation within the time set out in the Table to this section, starting from the time that the municipality determines is the appropriate time to deploy resources for that purpose.
- (2) If the municipality meets the minimum standard set out in subsection (1) and, despite such compliance, ice forms on a roadway, the roadway is deemed to be in a state of repair until the earlier of,
- (a) the time that the municipality becomes aware of the fact that the roadway is icy; or

- (b) the applicable time set out in the Table to this section for treating the roadway to prevent ice formation expires.
- (3) The minimum standard for treating icy roadways after the municipality becomes aware of the fact that a roadway is icy is to treat the icy roadway within the time set out in the Table to this section, and an icy roadway is deemed to be in a state of repair until the applicable time set out in the Table for treating the icy roadway expires.
- (4) For the purposes of this section, treating a roadway means applying material to the roadway, including but not limited to, salt, sand or any combination of salt and sand.

Ice Formation Prevention and Icy Roadways

Class of Highway	Time
1	3 hours
2	4 hours
3	8 hours
4	12 hours
5	16 hours

4.3.0 Winter Maintenance Season

The winter maintenance season within which the Corporation of the City of Temiskaming Shores will perform winter highway maintenance commences on November 1st, 2016 and is completed April 28th, 2017.

4.4.0 Winter Preparations

In the months prior to the start of the winter maintenance season, as identified in 4.3.0, the Corporation of the City of Temiskaming Shores undertakes the following tasks to prepare for the upcoming winter season.

4.4.1 Prior to the Winter Season

Prior to the winter season, if required, prepare and call tenders for the supply of materials (salt, sand, liquid), replacement parts (for plows, solid and liquid application equipment), value added meteorological services (VAMS) and contract equipment (plow trucks, spreader trucks, combination units). Prior to the winter season Corporation of the City of Temiskaming Shores will;

1. Conduct a mandatory training session for staff and contract operators where all policies, procedures, schedules, reporting procedures for callout,

route maps, equipment training and safety precautions will be discussed. Any issues resulting from the meeting with regard to the policies, procedures, schedules, reporting procedures for callout, route maps, equipment training and safety precautions shall be resolved either at the meeting or prior to the winter season.

2. Train winter patrollers (or staff whose duties also include patrolling) on the route of representative roads to be patrolled between winter events, their duties during a winter event, recording keeping requirements and callout procedures and the de-icing chemicals to be applied for the forecast weather conditions.
3. Inspect equipment to ensure proper working order. Schedule and complete any and all equipment repairs
4. Arrange for the delivery of materials (salt, sand and liquid solution) and begin filling storage facilities. If liquid solution is mixed on site, begin mixing and filling storage tanks.
5. Confirm that all guiderail, catchbasin, hazard and fire hydrant markers, if any, are in place. Any missing markers will be replaced prior to the winter session.

4.4.2 One Month Prior to the Winter Season

One month prior to the winter season Corporation of the City of Temiskaming Shores will;

1. Post the winter shift schedule in accordance with the municipality's collective agreement, if any.
2. Assign equipment to staff.
3. Calibrate material application equipment.
4. Allow operators (staff and contract) time to familiarize themselves with any new equipment, material application rates, material application equipment and their route(driving the route and noting obstacles along the route).
5. Assign staff to monitor weather forecasts on a daily basis. Assign night patrol shift if forecast indicates an overnight winter event is probable. The patrol person will be authorized to initiate a winter event response if conditions warrant a response.
6. Have a 25 % of the fleet ready to respond to a winter event.
7. Have sufficient staff available to operate the fleet if conditions warrant a winter event response.

4.4.3 Two Weeks Prior to the Winter Season

Two weeks prior to the winter season the Corporation of the City of Temiskaming Shores will;

1. Begin regularly scheduled night patrol of representative roads that are maintenance class 1 and 2 roads, as deemed necessary.
2. Have the required complement of the fleet ready to respond to a winter event.
3. Have staff available to operate the required complement of the fleet if conditions warrant a winter event response

4.4.4 Start of the Winter Season

At the start of the winter season the Corporation of the City of Temiskaming Shores will;

1. Implement the winter shift schedule.
2. Begin patrolling representative roads in all maintenance classes.
3. Respond to winter events as per the winter operations plan.

4.5.0 Winter Patrol

During the winter maintenance season, as identified in 4.3.0, the Corporation of the City of Temiskaming Shores carries out a winter patrol on a route of representative roads twice daily, 7 days a week. Between winter events a patrol of representative roads will occur during daylight hours and a second night patrol will be also be scheduled. The purpose of the patrol is to monitor and record weather and road conditions and mobilize winter maintenance operators and equipment should a winter event be observed and a winter event response is required. On the approach of a winter event or during a winter event the route of representative roads may be modified, insofar as reasonably practicable, depending on the type and severity of winter event or the direction from which the storm approaches.

The patrol person will be familiar with local conditions in their patrol area, and prepare a condition log of road and weather conditions as well as any actions taken during the shift. The winter patrol schedule parallels the designated winter season.

4.6.0 Operations

4.6.1 Staffing and Hours of Work

Four (4) regular crews for Public Works staff will be scheduled during the "Winter Operations Season" on a rotating basis. The winter maintenance season will commence on or about November 1st and finish on or about April 30th of each year. The start and finish dates of the winter maintenance season may be adjusted by management due to weather conditions.

Shift "D" Days 6:30 am to 3:00 pm
 Shift "N" Nights 10:00 pm to 6:30 am
 Shift "E" Evenings 3:00 pm to 11:30 pm

Crew	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	N	N	N	N	N	OFF	OFF
2	OFF	D,EP	D, EP	D, EP	D, EP	D, EP	OFF
3	DP, EP	D,	D	D	D	D, NP	NP
4	OFF	D,	D	D	D	D,	DP,EP

The Public Works staff will share the requirements of the winter maintenance shift duties. Each day and night shift (Sunday night to Friday day shift) should, at minimum, consist of one Heavy Equipment / Crew Leader, three Operators / Laborers and one Water / Sewer Operator. Evening and weekend patrol shifts shall consist of, at minimum, one Public Works staff person.

This schedule provides for 24 hours per day – 7 days per week operational coverage during the winter maintenance season and will improve response times during and after winter storm events.

A one-half hour lunch break will be provided beginning at 12:00 pm during the day shift and a ½ hour lunch break beginning at 3:00 am during the night shift and at 7:00 p.m. during the evening shift. All non-paid break periods do not include travel time to and from the work site.

From 6:30 am Monday to 3:00 pm Friday, the Road Superintendent or his approved alternate will provide the legislated road patrol requirements with the purpose of being informed of weather and roadway conditions.

From 3:01 pm Friday to 6:29 am Monday, the weekend day, evening and night shift Patrol Person or Heavy Equipment Operator / Crew Leader will provide the legislated road patrol requirements during their respective shifts with the purpose of being informed of weather and roadway conditions. These same Patrol Persons or Crew Leaders shall carry the "on-duty" cell phone and will respond to

emergency calls. It is the responsibility of these individuals to contact the Superintendent or his approved alternate to arrange for additional operators, manpower or equipment as may be required.

A worker's normal scheduled shift may be changed by a supervisor or his alternate at any time provided the supervisor or his alternate so advises the employee by no later than 4 hours after the completion of the employee's last regularly scheduled shift.

Two fifteen minute paid "coffee breaks" will be permitted through the shift period, the first break two hours after the shift start time and the other break two hours after the scheduled lunch break period. The fifteen minute paid break period does not include travel time to and from the work site.

4.6.1.1 Minimum Crew Size

A minimum number of operators are required to ensure compliance with this winter operations plan. Therefore restrictions on time off will be governed by the limitations of the following chart.

Operator classification	Limitation
Heavy Equipment Operator	1 of 4
Equipment Operator	4 of 12
Water/Sewer Operators	2 of 4
Equipment Mechanic	1 of 2
Supervisors and Clerk	2 of 4

- But no more than two workers off per shift crew.

This limitation on time off will allow for a total of 14 workers available to deal with winter events. The supervisor will determine the need to re-schedule worker's shifts, if workers need to be held back on overtime or called-in so that the Public Works Department can provide for the necessary operators for a full winter event response. The use of part-time workers, supervisors and mechanics is available only as provided for in the current Collective Agreement.

4.6.1.2 Contracts

Contractors will be hired or contracted for winter maintenance operations to assist and/or supplement;

- Snow Removal and Hauling Operations

4.6.2 Winter Materials used Annually

Materials Used Annually

Year	Rock Salt	Winter Sand
2005	\$81,400	\$56,200
2006	\$35,200	\$73,600
2007	\$78,500	\$87,900
2008	\$106,400	\$90,250
2009	\$74,369	\$77,618
2010	\$95,102	\$64,922
2011	\$107,206	\$95,752
2012	\$125,965	\$75,440
2013	\$177,382	\$66,586
2014	\$177,185	\$100,143
2015	\$146,758	\$73,012

4.6.3 Application Rates

4.6.3.1 Winter Sand

Winter sand is applied to provide grit and traction on snow and ice and is typically used in weather conditions where the temperature is colder than -10C, on low volume roads and gravel roads where salt is not an option. The Ministry of Transportation has performed tests and has shown that the application of winter sand improves greatly the stopping distance of vehicles and improves safety of vehicular traffic.

Winter sand contains a measure of salt to prevent freezing of the material and to allow the material to smoothly flow out of the spreader units. The Ministry of Transportation standard is to produce winter sand between 3% to 5% sand/salt mix, which is the minimum amount of salt that the Ministry has determined is required to prevent freezing of the sand. The Ministry standard for the application of winter sand is 570 kg / 2-lane km.

However in the City of Temiskaming Shores practice has been to apply a sand/salt mix based on operator experience. Intersections and hills get a higher application rate for safety reasons and low volume flat residential areas get a lower application rate. The city does not have electronic spreader controls in their sander units and therefore does not accurately know the exact rates of winter sand applied.

The City presently uses a 5% salt/sand mix ratio in its winter sand.

4.6.3.2 Salt

Most road authorities do not recommend the use of crushed rock salt when the ambient temperature is below -12C, although salt may be used down to -18C if strong sunlight is providing higher surface temperatures. The eutectic temperature of salt is -21C but as this temperature is approached the melting action becomes very slow. Ten times as much snow can be melted by a kg of salt at -1C as at -12C.

The need for treatment at -12C is much less than at temperatures closer to the freezing mark as tests have shown that an automobile will stop 25 meters earlier on glare ice at -12C than the same glare ice at -1C.

The City of Temiskaming Shores policy is to apply salt for Winter Control Services at an application rate of 131 kg / 2-lane km. This rate of salt application is consistent with the lower end of the 130 to 170 kg / 2-lane km recommended by the Ministry of Transportation.

The greatest majority of salt applied to city roads is done on the secondary highways and high traffic roads, which are mostly included in Route "I". The City's vehicle does not have electronic controls and therefore salt is applied through a manual setting based on operator experience.

4.6.4 Equipment – Winter Maintenance Fleet

The Public Works Department will continuously identify and assess new and innovative technologies to improve snow removal efficiency and significantly reduce the amount of road salts being applied to the roads.

New equipment purchases should investigate innovative practices and demonstrate the City's commitment to the safety of road users and the protection of the environment. Through product innovation, operators can continue making consistent decisions to achieve desired objectives.

The following table provides a list of municipal equipment used in the plowing and sanding operations for the city.

Winter Equipment Inventory

Unit	Year	Make	Model	Box Type	Spreader Type	Route
23	2014	International	7600	U Body	Electronic	I - Highway
24	2003	Mack	Granite	U Body	Electronic	H - Dymond
25	2016	Freightliner	108SD	U Body	Electronic	Sander-South

26	2003	Mack	Granite	U Body	Electronic	G - Dymond
27	2016	Freightliner I	108SD	U Body	Electronic	Sander-North
30	1995	GMC	C70	Side Dump	Manual	Spare
31	2009	Kenworth	T800	U Body	Manual	C -Hlby- Country
40	2016	Trackless	MT6	Hopper	Electronic	Sidewalk North
41	2006	Trackless	MT5	Hopper	Manual	Spare
42	2009	Trackless	MT6	Hopper	Electronic	Sidewalk South
43	1988	John Deere	770HB	N/A	N/A	A -Hlby- South
45	2011	John Deere	772GP	N/A	N/A	F - NL- North
52 R				N/A	N/A	B – Hlby - North
61 R				N/A	N/A	D – NL - South
63	1986	John Deere	772AH	N/A	N/A	E - NL- Center

4.6.5 Yard Facilities

Winter Material Storage Capacities

Site	Rock Salt (t)	Winter Sand (t)	Covered Area
New Liskeard	250	5000	No
Dymond	Nil	1000	Yes
Haileybury	450	3000/2000	Yes / No

City staff is based primarily out of the main complex yard based at 200 Lakeshore Road, New Liskeard to provide Winter Maintenance Services. The north section, formerly known as Dymond may be dispatched from the Dymond Yard located at 181 Drive-in Theatre Road. The middle section, formerly known as New Liskeard is serviced out of the New Liskeard Yard located at 200 Lakeshore Road. The southern section, formerly known as Haileybury may be dispatched out of the Haileybury Yard located at 500 Broadway Street and a materials storage yard located on View Street.

The Superintendents will endeavor to schedule the next shifts work assignments by 2:30 pm each day. Workers are responsible to travel to their assigned work start locations. If a change occurs in a worker's assigned start location and the worker is not given advance notice and reports for work at the main complex

yard, transportation to the new work start location will be provided from the main complex yard.

Evening Patrols (3:00 p.m. to 11:30 p.m.) commence at the New Liskeard Yard in November and service the entire city's transportation network. City staff is called in to perform work on an as-required basis until the end of March. The day shift is from 6:30 am to 3:00 pm and the night shift is from 11:00 pm to 7:30 am. In the event of a major storm requiring continuous equipment operations, equipment operators from the day shift may be re-scheduled. The evening shift may require additional help to ensure the safety of the transportation network.

4.6.6 Roadway De-icing and Sanding

Roadway de-icing and/or sanding needs initiate the winter maintenance operations when the first effects of a storm are felt in order to provide traction for traffic until the depth of snow has reached the operations start trigger, at which time plowing operations typically commence.

Road Supervisors are allowed some latitude regarding frequency and timing of salt and grit applications. Application rates have been harmonized across the City. These settings were established through past practices within our urban environment.

Salt placement will be on the crown or high side of the driving surface where there is a good cross fall allowing traffic to distribute the resulting brine over the road.

There are some road authorities that are beginning to use liquid de-icing chemicals in addition to solid salt. Literature and practice shows that salt performance can be improved with liquids. However one must be cautious when introducing such techniques. To date, established city practices do not include straight liquid chemical techniques.

The City of Temiskaming Shores present guideline is to apply a solid de-icer once snow starts to accumulate or "stick" on arterial roads. Timely application of chemicals is critical to preventing snow from sticking to roads. Without the timely application of chemicals, snow could easily bond to roads and, in turn, become difficult to plow, potentially causing road hazards. As snow accumulates, it is plowed to maintain safe driving conditions.

During and upon completion of winter maintenance operations, a daily log is maintained and updated, indicating roadway winter maintenance activities carried out.

4.6.7 Snow Plowing

Plowing and de-icing/sanding continue, with respect to each class of roadway, in accordance with its classification and level of service standard. The plowing route maps included in the appendices identify the roadways to be cleared and the classification of each roadway section.

During the regular Monday to Friday, day or night shifts, winter maintenance procedures will be initiated by the Road Superintendent or his alternate based on existing and forecasted weather and road conditions. Monitoring of weather forecasts, patrol reports and other information, as may be available, may allow preparations for winter maintenance operations to be initiated prior to the beginning of an actual event.

During the evening shift, night shift, weekend shifts or on a statutory holiday, winter maintenance procedures will be initiated by the Patrol Person or Heavy Equipment Operator/Crew Leader designated. The designated Patrol Person or Heavy Equipment Operator/Crew Leader will be responsible for roadway patrol to inform him of changing road and weather conditions and he will make the appropriate call to the Superintendent or his approved alternate, to arrange for additional manpower, operators or equipment as required.

4.6.8 Snow Removal and Disposal

As a result of snow plowing operations, snow accumulates at the side of roads as windrows or mounds. The City starts snow removal operations when these windrows reach volumes that create a nuisance or hazard to pedestrians and motorists and to maintain capacity for subsequent snowfalls.

The objective is to commence removal operations in **Priority 1** locations as soon as practicable after becoming aware that the snow bank accumulation is greater than **60 cm** and **120 cm** in **Priority 2** locations.

Experience over the years has shown that the City has the capability and capacity to remove and dispose of 2700 cubic meters of snow per night shift. One average snowstorm requires three night shifts to complete all required removal work in approved designated areas.

Snow removal involves the use of in-house snow blowers, front-end loaders, motor graders and city owned dump trucks as well as contracted dump trucks.

List of Snow Storage Areas

Site	Location	Area	Volume
1	Shepherdson Road / Bolger	New Liskeard	71,000
2	Craven Drive	New Liskeard	34,000
3	Birch Drive Ravine	New Liskeard	3,900

4	Bay Street off Lakeshore Road	New Liskeard	25,000
5	Montgomery Street off Melville	New Liskeard	9,700
6	Montgomery Street off Melville	New Liskeard	4,500
7	Fall Fair Grounds off Whitewood	New Liskeard	20,000
8	Dawson Point Road at McKelvie	New Liskeard	44,000
9	Haliburton Street West Ravine	New Liskeard	700
10	Pine Street Ravine	New Liskeard	900
11	Laurette Street North	Dymond	10,000
12	Behind Breault's Motel off Raymond	Dymond	14,600
13	Morrisette Drive East	Haileybury	47,000
14	Lakeview Street off Park	Haileybury	25,500
15	Birch Street at Groom	Haileybury	6,000
16	Station Street at Groom	Haileybury	5,600
17	Meridian Avenue near Medical Centre	Haileybury	12,900

Note: New Liskeard has a maximum capacity of 212,700 cubic meters, Dymond has 24,600 cubic meters and Haileybury has 97,000 cubic meters. The total available storage area for the City is 343,000 cubic meters.

4.6.8.1 City By-laws and Ordinances

There are two bylaws used extensively by the Public Works Department during winter maintenance operations; Traffic By-law and Snow Disposal By-law, excerpts are included in Appendix "F".

4.6.9 Sidewalk Service Standards

Sidewalks are classified in accordance with the associated pedestrian traffic and proximity to schools, seniors' buildings, downtown business areas and high volume roadways.

The objective is to make the sidewalk as safe as possible, to be reached as soon as possible, after a storm has ended, and normally within (24) hours. The trigger to start plowing operations is 10 cm snow accumulation.

The objective is to treat the icy sidewalk as soon as practicable after becoming aware that the sidewalk is icy, and normally within (16) hours.

There are two maps included in the Appendix "B" that specify which sidewalks have been approved for winter maintenance.

4.6.10 Parking Lot Service Standards

Parking lots/laneways are classified in accordance with the associated vehicular traffic and proximity to downtown business areas and municipal buildings.

The objective is to make the parking lot as safe as possible, to be reached as soon as possible, after a storm has ended, and normally within (48) hours. Staff priority will be given to plowing and sanding/salting roadways and sidewalks.

The objective is to treat the icy parking lots/laneways as soon as practicable after becoming aware that the parking lot/laneway is icy, and normally within (16) hours.

There are three maps included in the Appendix "C" that specify which parking lots/laneways have been approved for winter maintenance.

4.6.11 Vulnerable Areas

Currently the salt vulnerable areas within the City of Temiskaming Shores have been identified as:

- The Wabi River particularly at low flow (flows in the Wabi River are controlled by the South Temiskaming Dam and impacts from the discharge of salt laden run off could be more pronounced during these periods);
- Lake Temiskaming
- Moose Creek
- South Wabi Creek
- Mill Creek
- Dickson Creek
- Areas associated with groundwater recharge zones or shallow water table, with medium to high permeability soils; and
- Salt vulnerable vegetation along roadways.

Reducing salt-laden runoff to these areas will be the result of successfully implementing the 4-R's of Salt Management: right material, right amount, right time, right place.

4.6.12 Weather Monitoring

- (1) From October 1 to April 30, the minimum standard is to monitor the weather, both current and forecast to occur in the next 24 hours, once every shift or three times per calendar day, whichever is more frequent, at intervals determined by the municipality.
- (2) From May 1 to September 30, the minimum standard is to monitor the weather, both current and forecast to occur in the next 24 hours, once per calendar day.

In order to determine an effective winter event response and allocate the appropriate resources the Corporation of the City of Temiskaming Shores supplements road patrol information with weather information from various sources which includes:

- Observations from municipal staff, communication with staff of adjacent municipalities and MTO contractors.
- Monitoring websites www.theweathernetwork.com
- Staff monitoring pavement temperatures by means of on-board infrared thermometers which are mounted on the patrol and other trucks, and;
- Local Radio Station - CJTT FM 104.5

4.6.13 Communications

All Public Works Department winter maintenance vehicles are equipped with high band radios capable of transmitting and receiving on the following frequencies: transmitting – 170.490 and receiving – 165.885 mhz. Each vehicle is assigned a unique call number and can communicate with other city Public Works vehicles, the Superintendents and the Public Works Clerk located at the Operation Division yard at 200 Lakeshore Road.

Reporting hazards and accidents to the Police, Fire or Ambulance Services can be accomplished through the Public Works Clerk.

The City provides a call service which serves as the main hub for in/outgoing calls from staff, emergency services and the general public

The Call Service:

- Can be reached by calling (705) 647-6220.
- Typical call timings (during winter season) are 24 hours. (Transferred to Patrol Persons Cellular Phone after Regular Hours)
- Is in operation (during winter season) 7 days a week.
- Municipality communicates important information to the public via:

4.6.14 Call Out Procedures

Operational decisions will be made by the Superintendent of Transportation Services or his/her designate with the aid of available forecasting, Level of Service policy, patrolling etc. However, it should be emphasized that decisions will be subjective and external input, whether in this plan or elsewhere, merely acts as an aid in determining if a call out of staff and equipment by the

Supervisor or Patrol Person to respond to a winter event is warranted. It is vital therefore that the Supervisor or Patrol Person records the prevalent conditions and relevant information when he/she makes a decision.

The Patrol Person shall inform the Supervisor of changing of road and weather conditions observed in the field. When a winter event response is required the Supervisor or his/her designate will contact the Crew Leader by radio or cellular phone. The Supervisor or his/her designate will contact staff as per the shift schedule and direction given by the Supervisor or his/her designate. In the absence of the Superintendent, the Superintendent of Environmental Services, Technical & Environmental Compliance Officer or the Director shall be his/her designate and initiate a call out in response to a winter event.

Call-out Chart

Forecast	Call-out Response			
Storm Severity	Class 2	Class 3	Class 4	Class 5
Less than 10 cm	Call-out plow operations near end of storm or when 5 cm of snowfall has accumulated If roads become slippery combination sander unit shall apply salt and/or sand as road temperature dictates.	Call-out plow operations near end of storm or when 8 cm of snowfall has accumulated and maintain collector routes with plow / spreader combination unit. No call-out of sander unless roads become slippery	Call-out plow operations near end of storm only if 8 cm of snow fall has accumulated and maintain collector routes with plow / spreader combination unit. No call-out of sander unless roads become slippery	Call-out plow operations near end of storm only if 10 cm of snowfall has accumulated No call-out of sander unless roads become slippery
More than 10 cm	Call-out plow operations when 5 cm of snow has accumulated. If roads become slippery combination sander unit shall apply salt and/or sand as road temperature dictates.	Call-out plow operations when 8 cm of snow has accumulated. Re-schedule a full plow call-out shift for the next morning. No call-out of sander unless roads become slippery	Call-out plow operations when 8 cm of snow has accumulated. Re-schedule a full plow call-out shift for the next morning. No call-out of sander unless roads become slippery	Call-out plow/spreader truck when 10 cm of snow has accumulated. Reschedule a full plow call-out shift for the next morning. No call-out of sander unless roads become slippery
Sleet and freezing rain	Call-out combination plow/sander units if road conditions permit	Call-out sander if road conditions permit	Call-out sander if road conditions permit	Call-out sander if road conditions permit

4.6.15 Road Closure Procedure

In the event a road must be closed due to a severe winter storm, the Ontario Provincial Police will request signs be placed to close the road. Rb-92 Road Closed Signs on portable stands, TC-54 flexible drums and barricades will be available at the New Liskeard Main Complex.

Upon receiving a request from the Ontario Provincial Police to close a road to traffic, the Supervisor or his/her designate will organize manpower and equipment to place the signs and barricades. The Supervisor or his/her designate will contact the Works Clerk and request that a media release

(Appendix E) be sent to the local news and radio stations advising of the road closure.

Roads will be deemed to be closed once the signs and barricades are placed. When it is physically impossible to place signs and barricades to close a road, the Supervisor or his/her designate will advise the Ontario Provincial Police and request the Ontario Provincial Police permission to send the media release.

4.7.0 Decommissioning Winter Operations

After the winter season (identified in 4.3.0) expires Corporation of the City of Temiskaming Shores undertakes the following tasks to decommission winter operations.

4.7.1 Two Weeks After the Winter Season Ends

Two weeks after the winter season ends;

1. Cease regularly scheduled winter night patrols;
2. Continue monitoring weather forecasts. Assign night patrol shift if forecast indicates an overnight winter event is probable.
3. Decommission 50 % of the fleet.

4.7.2 One Month After the Winter Season Ends

One month after the winter season ends;

1. Cease all winter highway maintenance operations
2. Decommission the remainder of the equipment providing weather forecasts warrant the decommissioning.

4.8.0 Training

The Corporation of the City of Temiskaming Shores will maintain a comprehensive winter maintenance training program that demonstrates the purpose and value of new and existing procedures and ensure that personnel are competent to carry out their duties.

All Public Works Department staff directly involved in winter maintenance will be required to participate in courses to provide assurance of the competency level for all operators.

The Winter Operations Training program is comprised of the following modules:

- Equipment Circle Check

- Equipment Calibration
- Record Keeping
- Health and Safety
- Level of Service - policies, practices and procedures
- Identification of Plow Routes - including variations for year to year and issues identified along the route
- De-icing chemicals - application rates, storage and handling
- Identification of road salt vulnerable areas and the procedures to follow in those areas
- Yard and Equipment maintenance

4.9.0 Record Keeping

Full and accurate completion of the documents listed below, according to the applicable procedures, ensures that the municipality is protected from liability by providing solid documentation that procedures have been followed.

The Public Works Department will maintain an annual log that contains total quantities of sand and salt usage along with weather data reports. Shift reports shall comprise of the following:

The date will be recorded as Day/Month/Year. It will be written in a numerical format (dd/mm/yy). The time shall be documented using the 24 hour clock format, and will be notarized (print and sign name) by the person(s) completing the report.

- (a) Areas maintained;
- (b) Material used (sand and/or salt);
- (c) Quantities of material used;
- (d) Shift hours; and
- (e) Pavement and air temperature

Always retain the original copy of documents regardless of their appearance. Writing must legible for others to read and written in ink. Stains or dirt on the documents is not an issue. If a document requires correction then a line is to be placed through the incorrect information without making it illegible and continue writing on the original document. Initial corrections or change in the colour of ink in a case where you change writing pens.

Records will be completed daily and forwarded to the Works Clerk upon completion, for retention.

5.0 Plan Improvement

The current winter maintenance policies, practices and procedures form the baseline or benchmark upon which improvements can be made to improve winter operations and/or the use and management of road salt. Over the next ten years the Corporation of the City of Temiskaming Shores plans to undertake the improvements as listed in Table 1. This list will be reviewed and updated annually.

6.0 Monitoring and Updating

The purpose of monitoring and updating is to provide a basis for continuous improvement of the winter operations plan and the winter maintenance policies, practices and procedures of the Corporation of the City of Temiskaming Shores.

At the end of the winter season, as identified in 4.3.0, a meeting to review winter operations will be held each year with all winter operations staff to itemize all issues that arose during the winter season and discuss how these issues may be resolved. Prior to the start of the next winter season and with sufficient lead time to implement any changes, the Corporation of the City of Temiskaming Shores shall train staff on the changes to equipment and/or winter maintenance policies, practices, and procedures.

The winter season of 2012/13 will be the benchmark year. Year over year achievement using the performance measures listed below will be measured against said benchmark year. Performance measures will be used to determine whether or not the objectives of the Winter Operations Plan and/or winter maintenance policies, practices, and procedures have been met.

Monitoring the severity of the winter season:

- % change (+/-) in the total annual cm of snow accumulation from the benchmark year
- % change (+/-) in the total number of days with measurable snowfall from the benchmark year
- % change (+/-) in the total number of days with freezing rain from the benchmark year
- % change (+/-) in the total number of continuous winter event responses from the benchmark year
- % change (+/-) in the total number of spot winter event response from the benchmark year

Monitoring the salt used:

- % change (+/-) in the total number of winter event hours from the benchmark year

- % change (+/-) in the total tonnes of salt purchased annually from the benchmark year
- % of applications where discharge rates exceeded
- % change (+/-) in the total tonnes of salt applied annually per system km per winter event

Ensuring customer satisfaction:

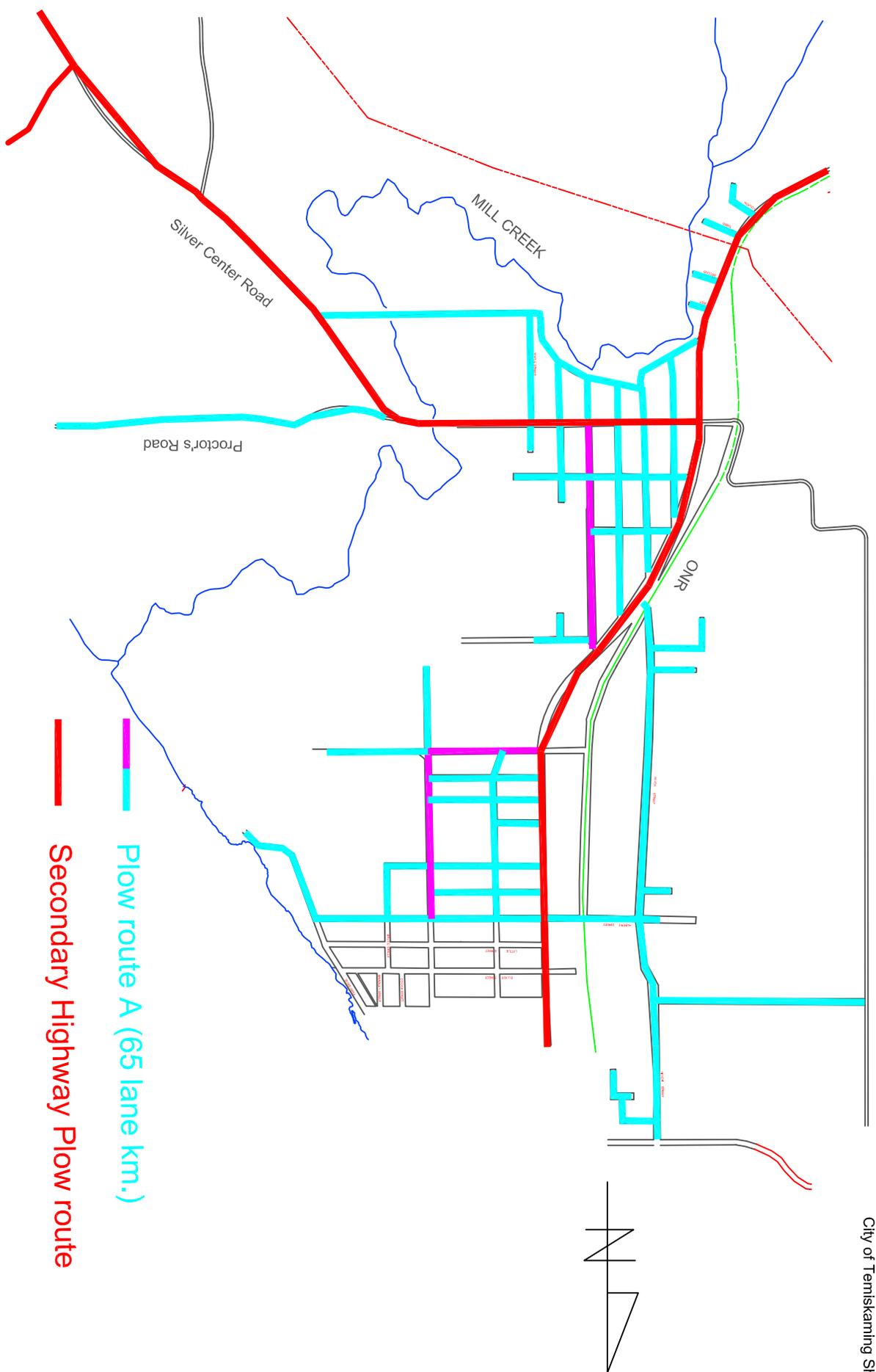
- % change (+/-) in the total number of winter event responses that meet or exceed the level of service policy from the benchmark year
- % change (+/-) in the total number of complaints received regarding winter operations from the benchmark year

7.0 Notes

- It is acknowledged that conditions may occur which temporarily prevent achieving the levels of service as detailed in this document. In such cases, attempts will be made to keep Class 2 & 3 roads as clear as possible by utilizing all maintenance equipment at maximum efficiency.
- Winter operations will continue until the prescribed level of service is achieved where conditions permit. Should conditions not permit accomplishment of the prescribed level of service, operations shall continue as required to maintain as good a driving service as possible.
- The order of priority for winter maintenance operations during a storm is Class 2 through Class 6 roads and Priority 1 then Priority 2 sidewalks. Sidewalks will be plowed at the same time as roads if and whenever possible.

Appendix A - Route A Haileybury South

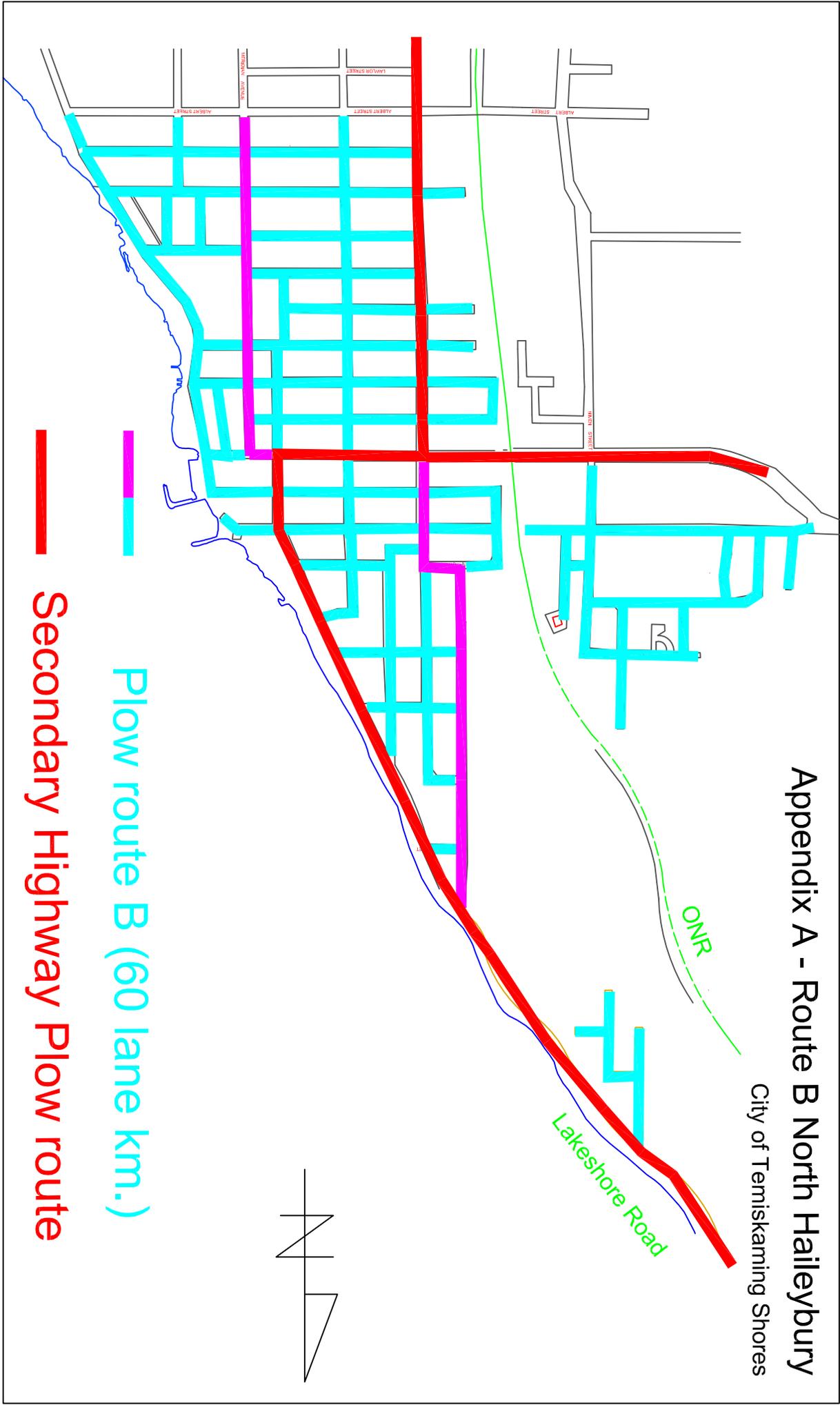
City of Temiskaming Shores



Appendix A - Route B North Haileybury

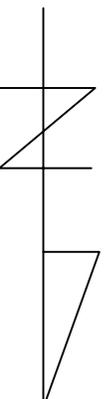
City of Temiskaming Shores

- Plow route B (60 lane km.)
- Secondary Highway Plow route

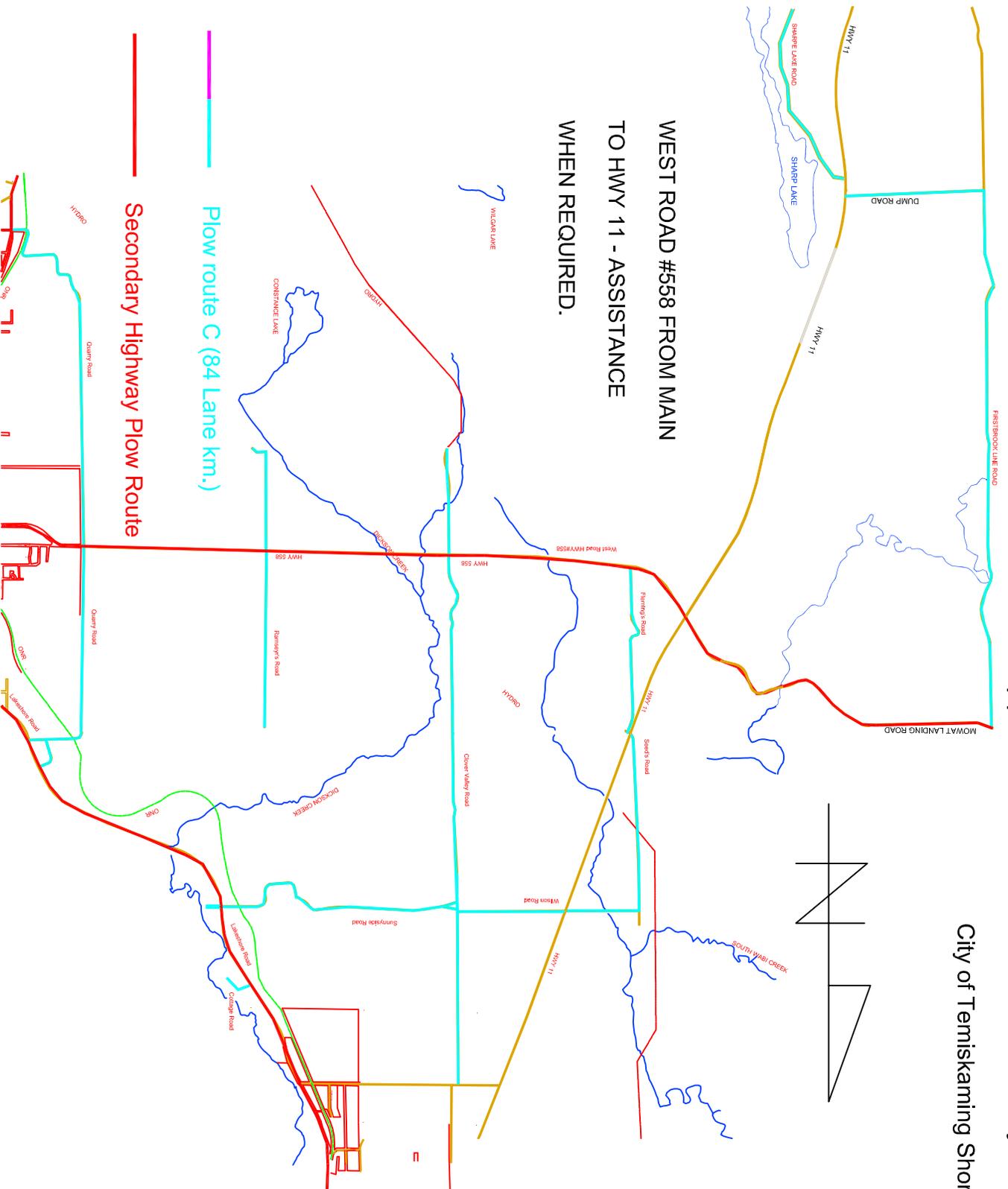


Appendix A - Route C West Halleybury

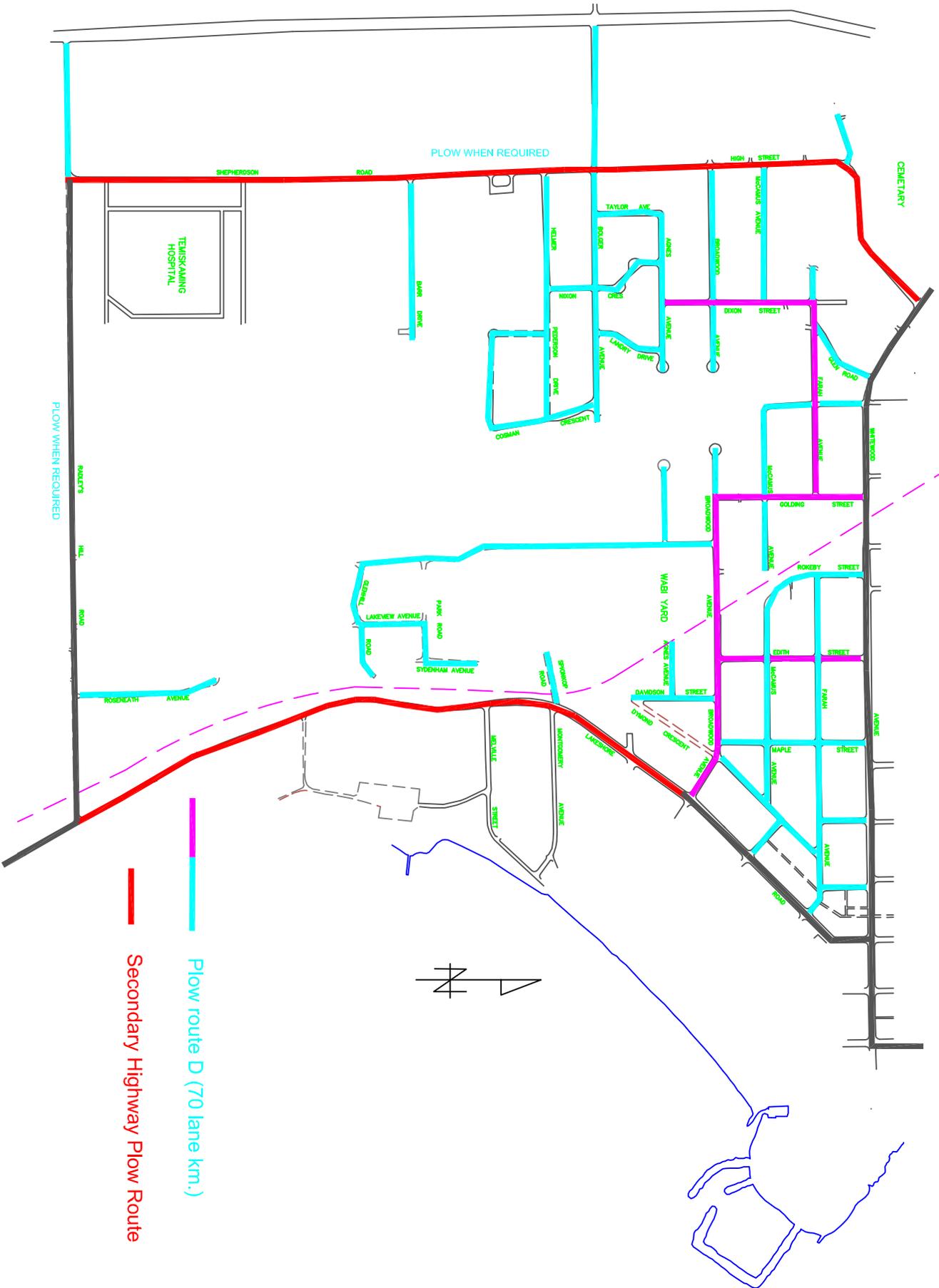
City of Temiskaming Shores



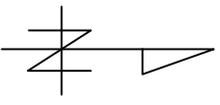
**WEST ROAD #558 FROM MAIN
TO HWY 11 - ASSISTANCE
WHEN REQUIRED.**



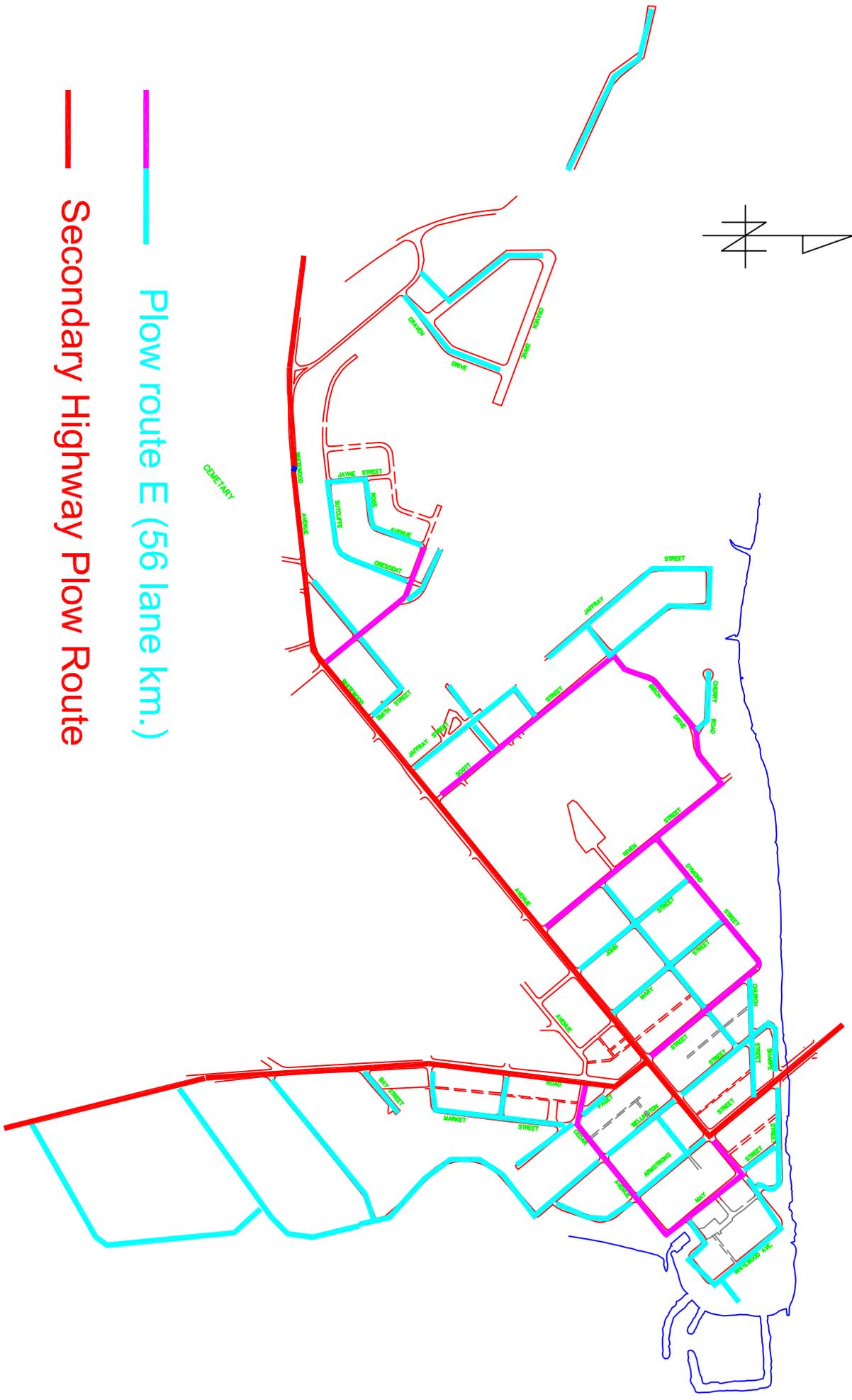
Appendix A - Route D South New Liskeard City of Temiskaming Shores



Appendix A - Route E Central New Liskeard
City of Temiskaming Shores

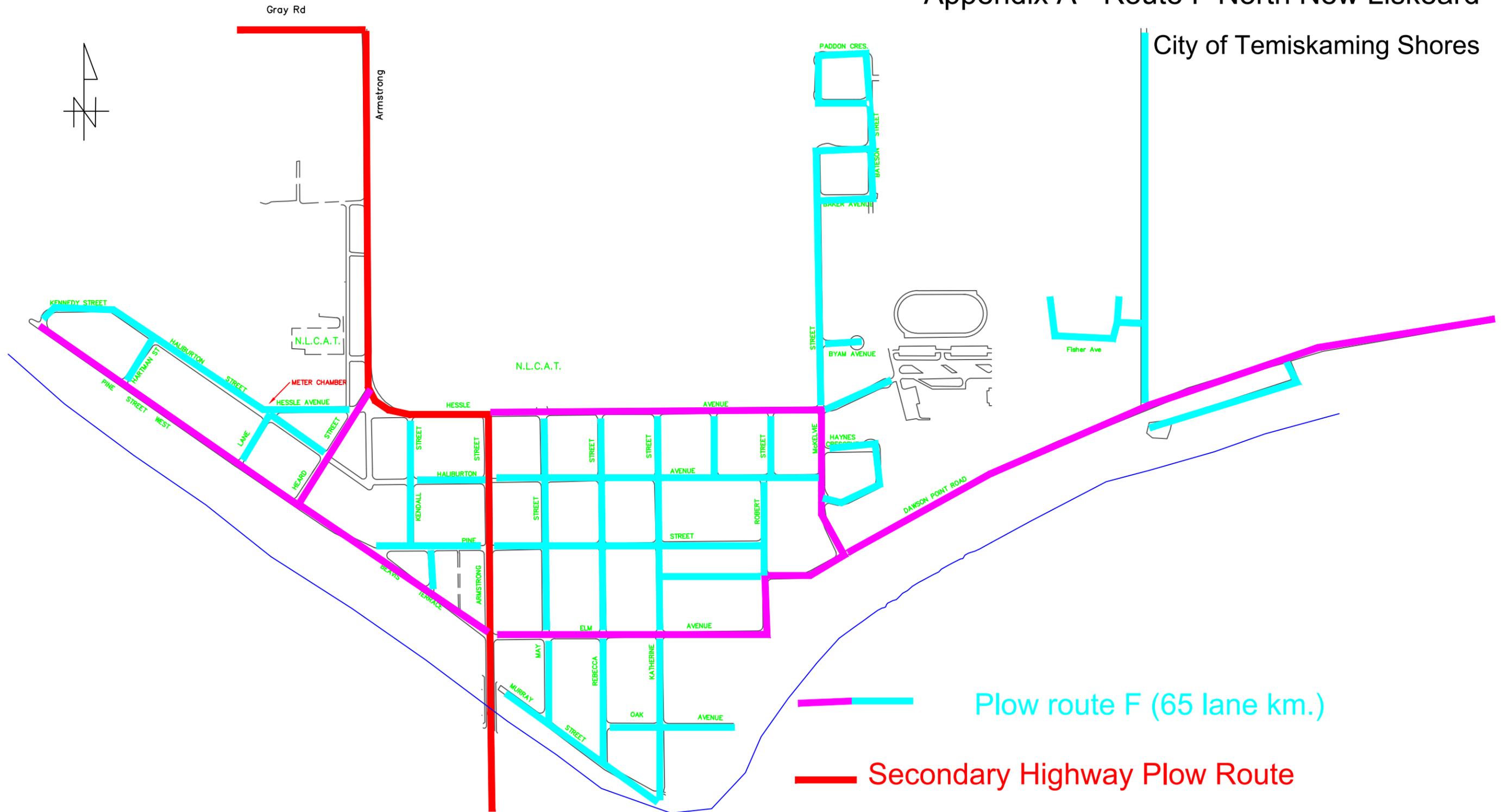
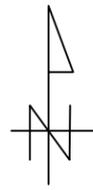


- Plow route E (56 lane km.)
- Secondary Highway Plow Route



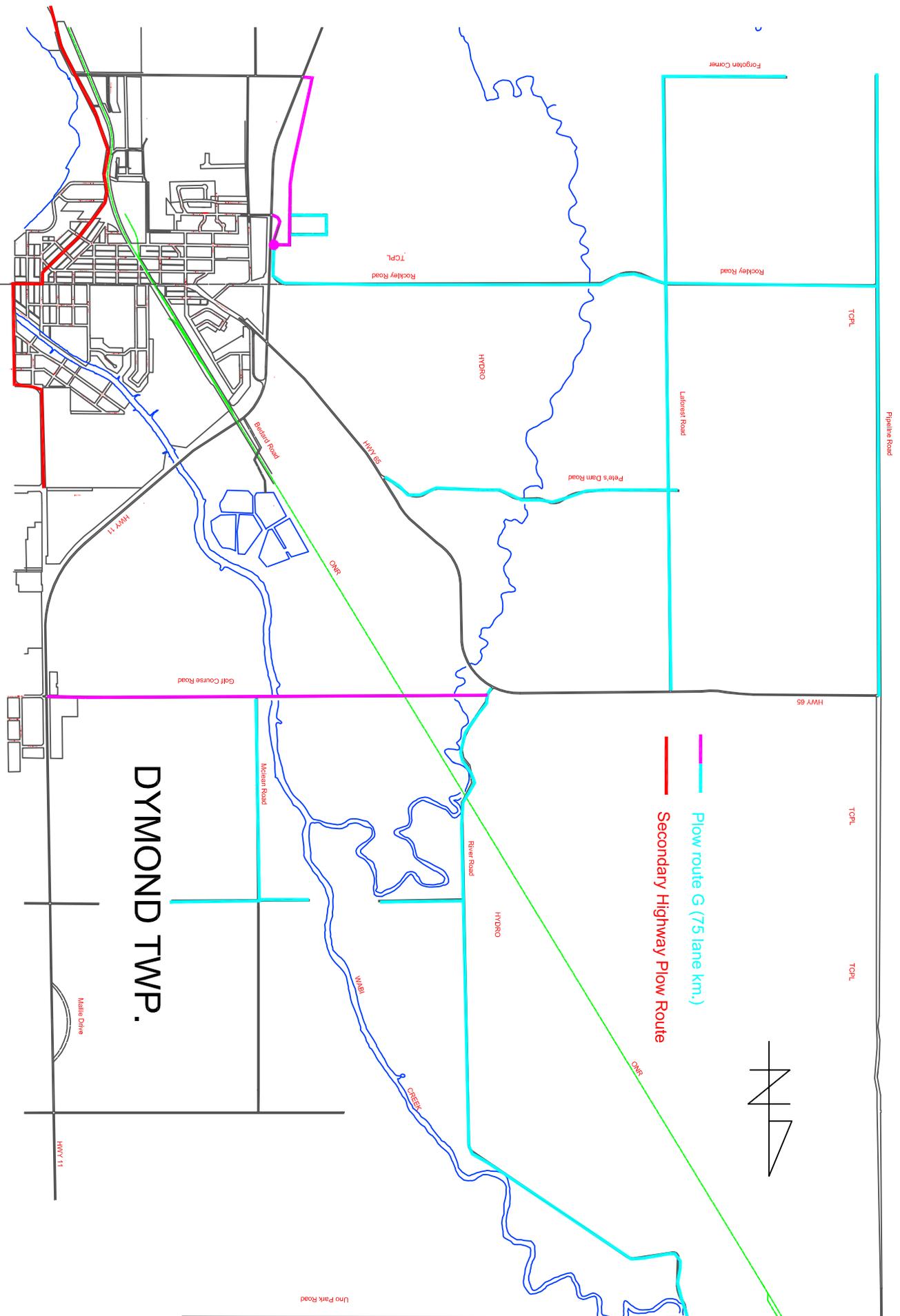
Appendix A - Route F North New Liskeard

City of Temiskaming Shores



Appendix A - Route G West Dymond

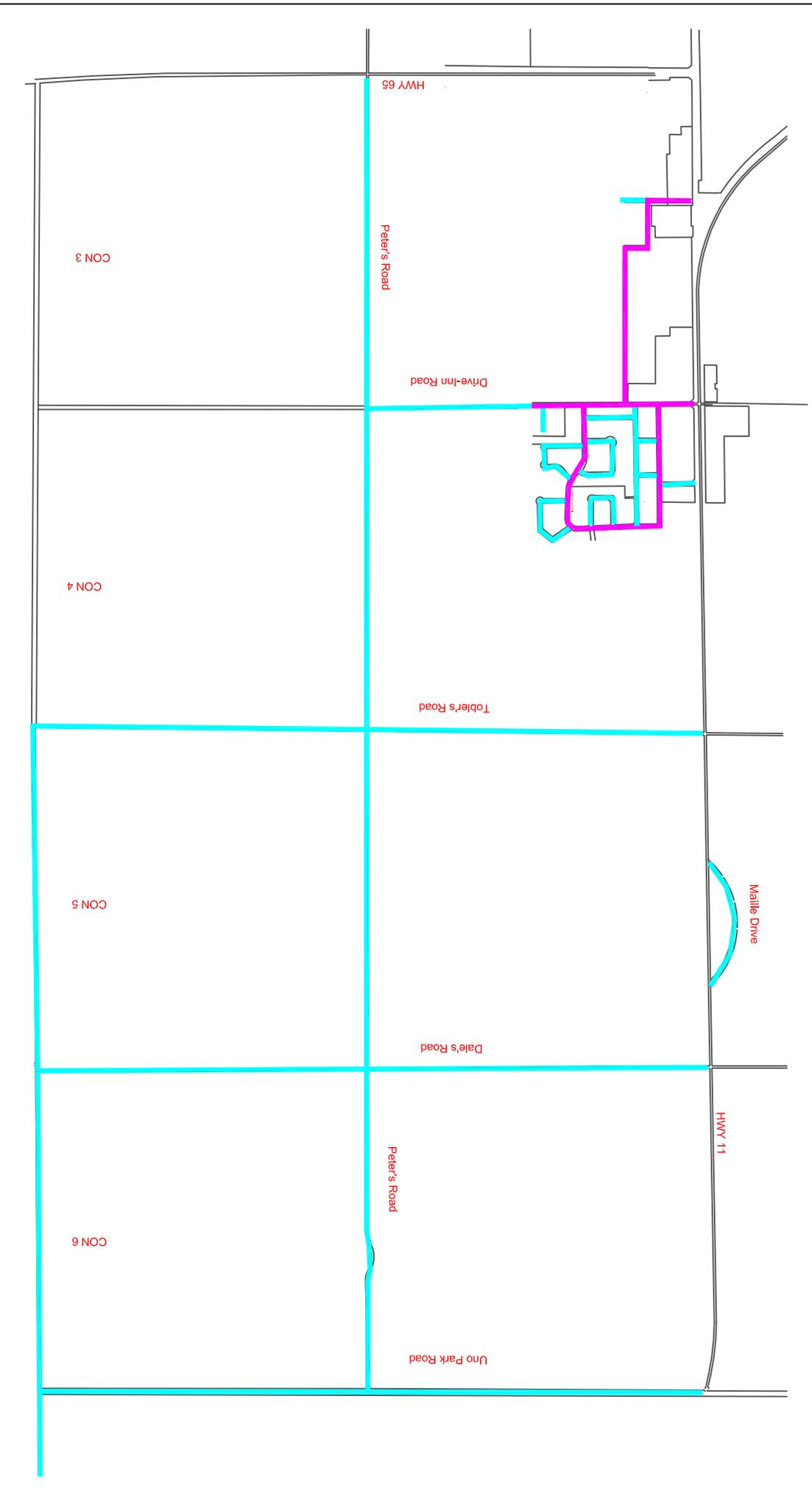
City of Temiskaming Shores



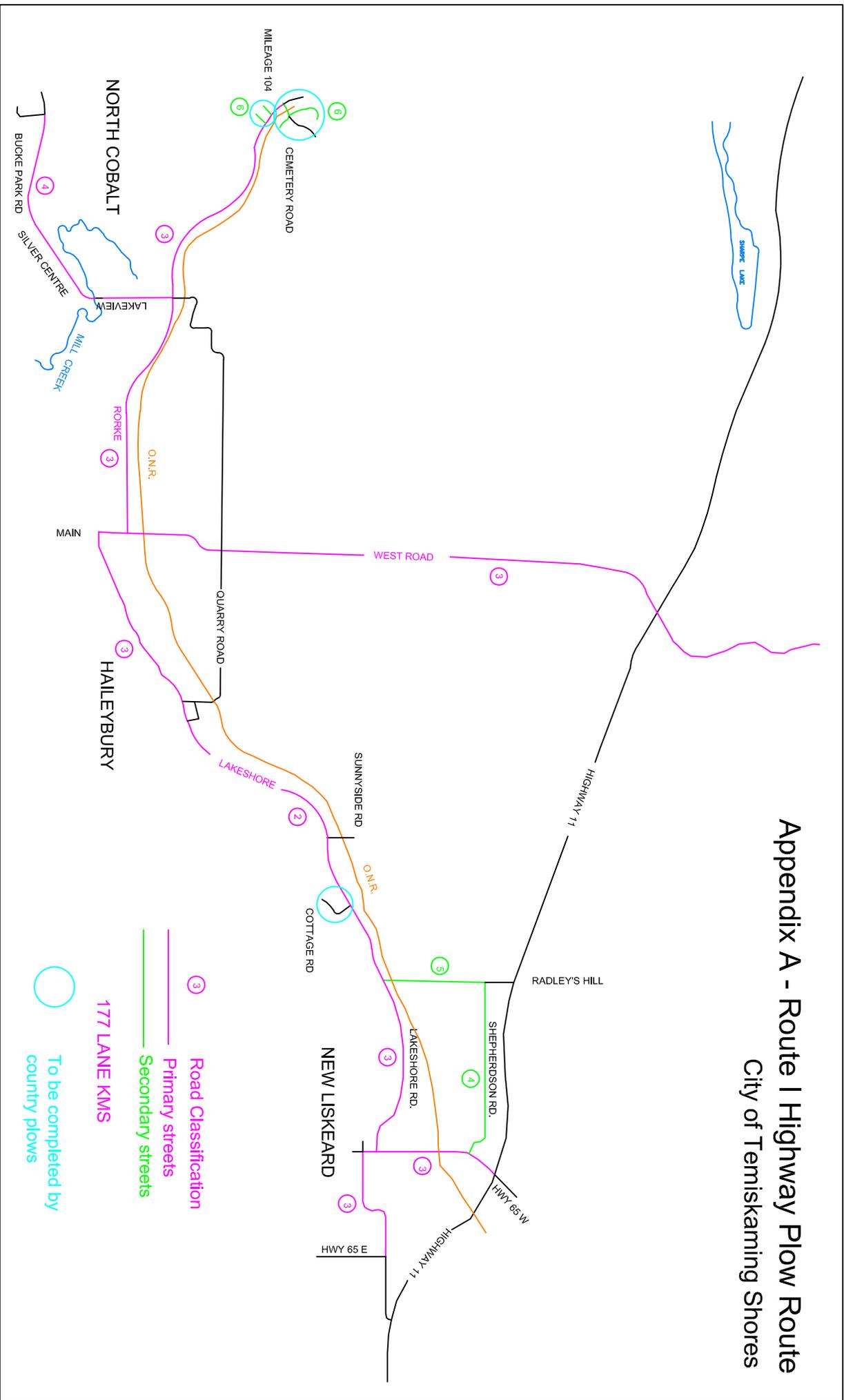
Appendix A - Route H East Dymond

City of Temiskaming Shores

Plow route H (65 lane km.)



Appendix A - Route I Highway Plow Route City of Temiskaming Shores



Appendix B - 01 New Liskeard

TO HWY 65 

Hessle Avenue

Niven St. N.

Whitewood Ave.

City of Temiskaming Shores

New Liskeard Area

Sidewalk Snow Removal Areas

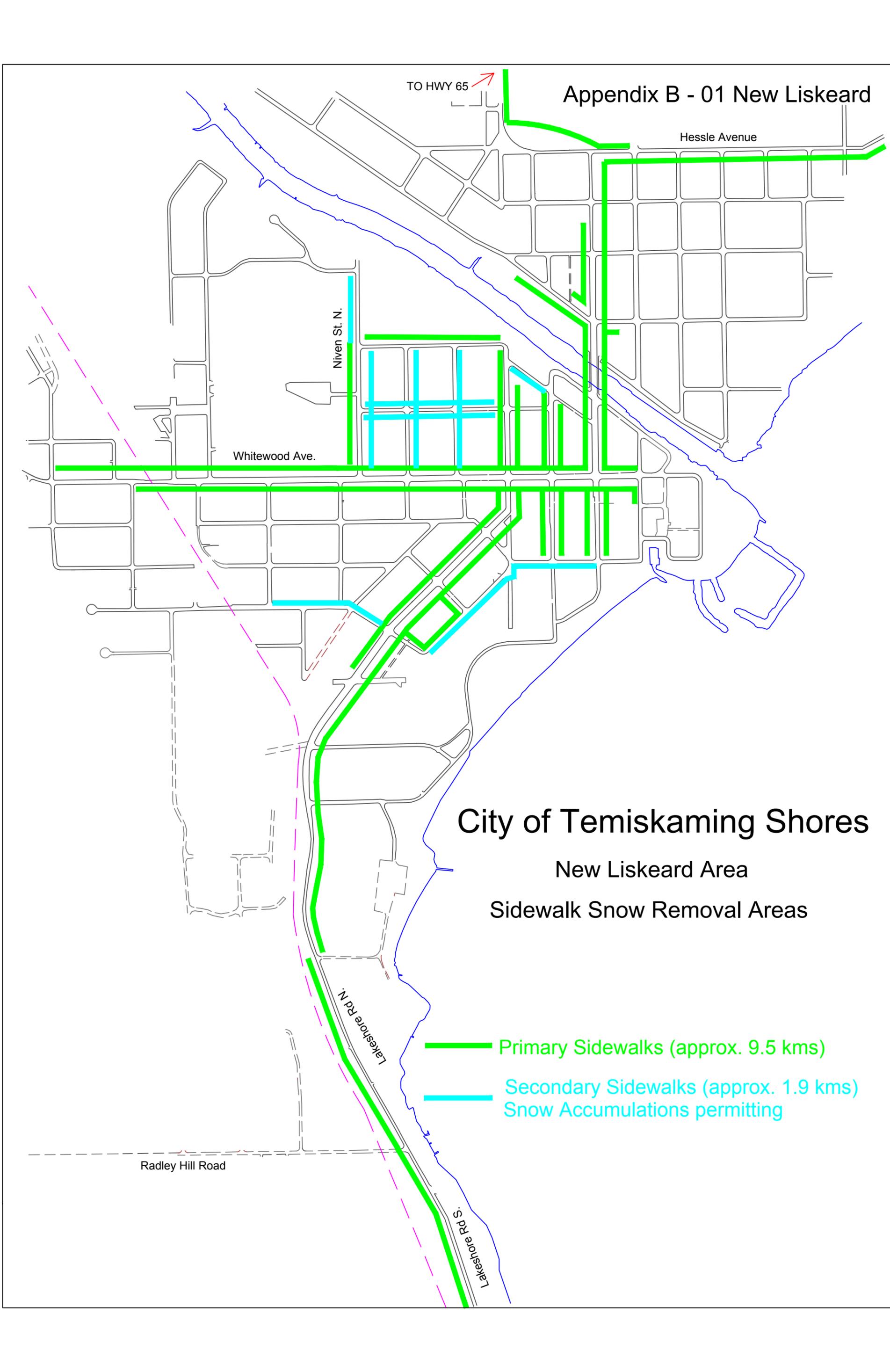
 Primary Sidewalks (approx. 9.5 kms)

 Secondary Sidewalks (approx. 1.9 kms)
Snow Accumulations permitting

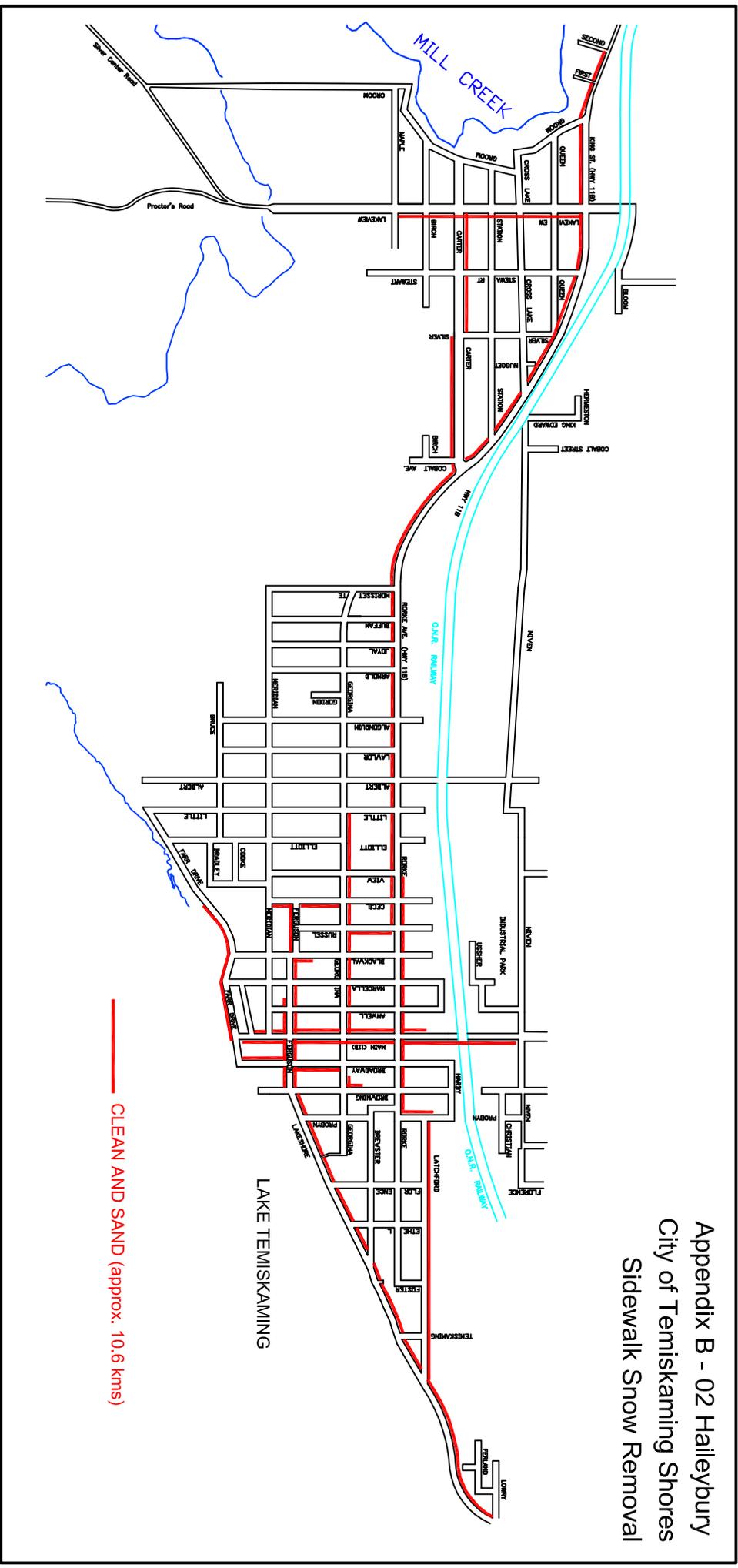
Radley Hill Road

Lakeshore Rd N.

Lakeshore Rd S.



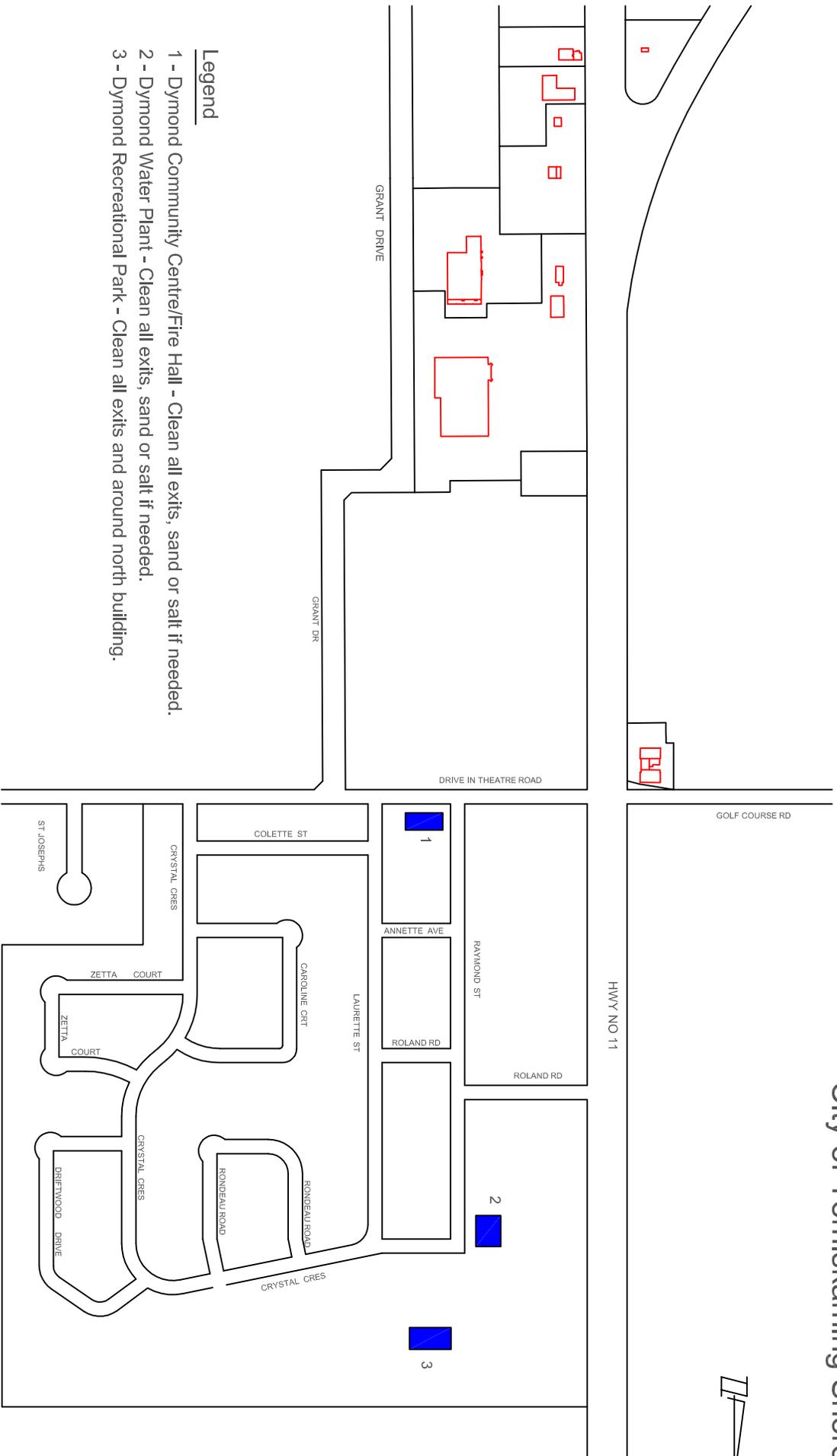
Appendix B - 02 Halleybury City of Temiskaming Shores Sidewalk Snow Removal



— CLEAN AND SAND (approx. 10.6 kms)

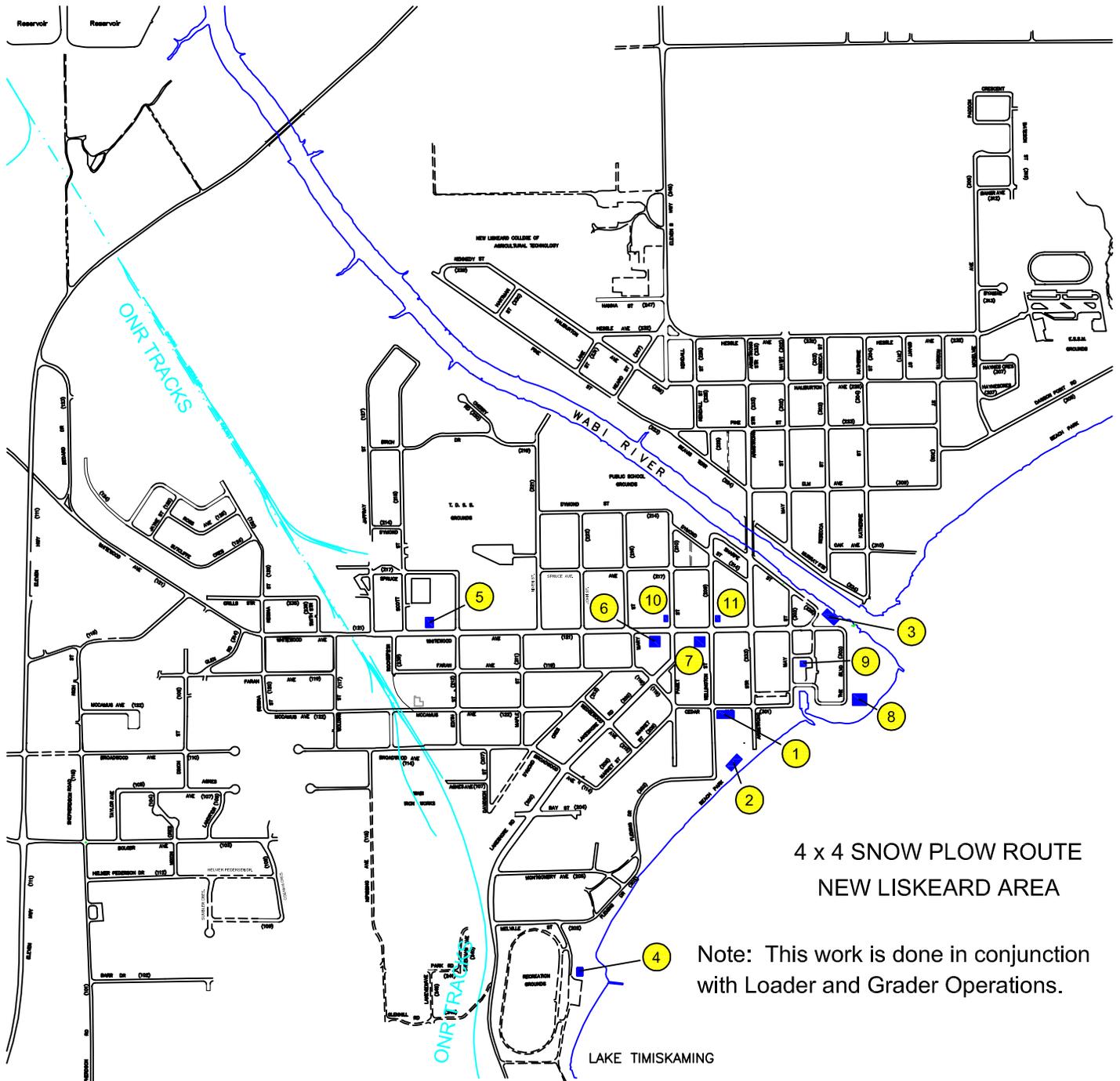
LAKE TEMISKAMING

Appendix C - 01 Dymond 4 x 4 Plow Truck City of Temiskaming Shores



Legend

- 1 - Dymond Community Centre/Fire Hall - Clean all exits, sand or salt if needed.
- 2 - Dymond Water Plant - Clean all exits, sand or salt if needed.
- 3 - Dymond Recreational Park - Clean all exits and around north building.



4 x 4 SNOW PLOW ROUTE
NEW LISKEARD AREA

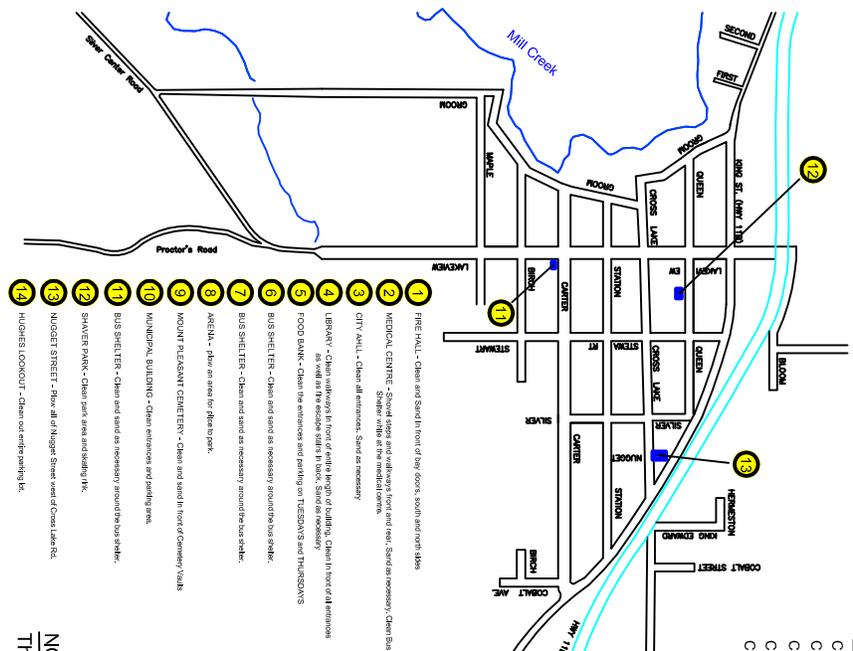
Note: This work is done in conjunction with Loader and Grader Operations.

- ① ARENA - Clean front doors and all exits, sand or salt if needed.
- ② POOL FITNESS - Clean front steps and all exits from back deck over to Roosters, sand or salt front steps.
- ③ RIVERSIDE PLACE - Clean front of entire length of building, all exists and turn around. Sand or salt if needed.
- ④ PLAYSHOP - Portable Bldg. - Clean all exists, sand or salt if needed.
- ⑤ MEDICAL CENTRE - Clean all exists, sand or sal if needed.
- ⑥ COMMUNITY HALL - Clean all exits and fire routes, boiler room and Cancer Care door at south end, Legion sidewalk on east side, sand or salt if needed.
- ⑦ LIBRARY - Clean both the north and south exits, keep ice chipped at South exit. Sand or salt if needed.
- ⑧ JOHN'S TACKLE BOX - Clean front doors and parking lot. Sand and salt as needed.
- ⑨ LIONS CLUB SHED - Clean in front of 12' doors.
- ⑩ ⑪ BUS SHELTERS - Clean and sand as necessary around the bus shelters.

Appendix C - 03 Haileybury 4 x 4 Plow Truck City of Temiskaming Shores

AREAS THAT CAN BE DONE A DAY OR TWO FOLLOWING A STORM

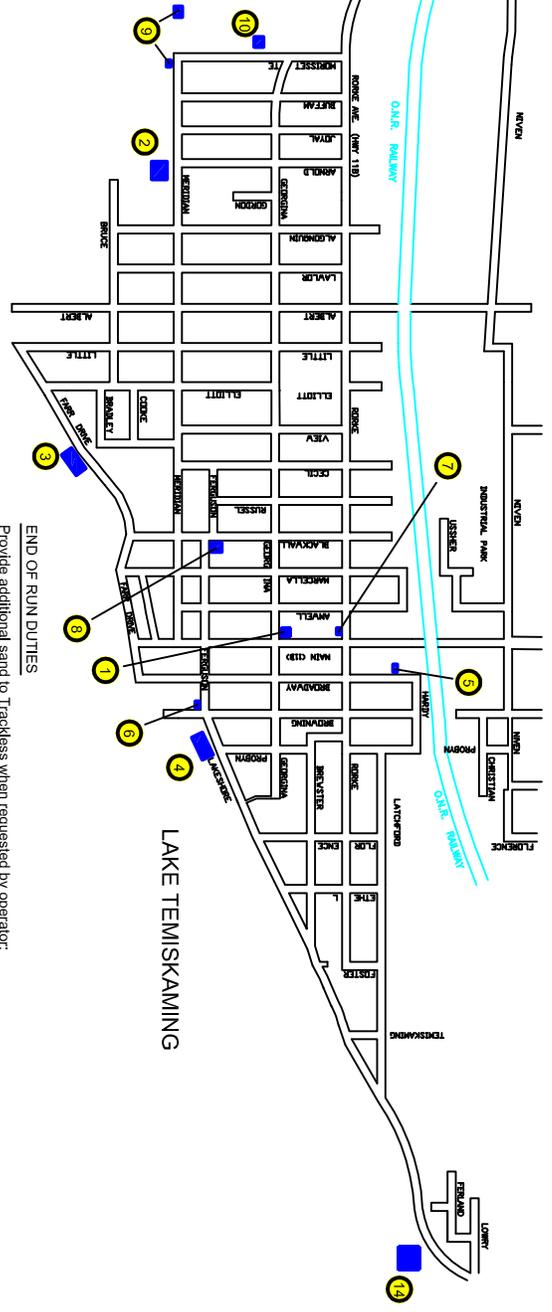
- Clean and sand as necessary around the five (5) bus shelters:
- Clean around the N.C. Lagoon entrance located on Proctor's Road;
- Clean around the sanitary fill stations on Groom and Station Street;
- Clean Hughes Lookout Parking Lot;
- Clean around any Fire Hydrants found to have a snow build-up.



- 1 FREE HALL - Clean and Sand in front of bay doors, south and east sides
- 2 MEDICAL CENTRE - Street signs and walkways front and rear. Sand as necessary. Clean Bus Shelter north at the medical centre.
- 3 CITY HALL - Clean all entrances. Sand as necessary.
- 4 LIBRARY - Clean walkways to front of main library building. Clean in front of all entrances as well as the escape route to back. Sand as necessary.
- 5 FOOD BANK - Clean the entrance and parking on TUDSON'S and THURSON'S
- 6 BUS SHELTER - Clean and sand as necessary around the bus shelter.
- 7 BUS SHELTER - Clean and sand as necessary around the bus shelter.
- 8 ASENH - Allow areas for plow to park.
- 9 MOUNT PLEASANT CEMETERY - Clean and sand in front of Cemetery vaults
- 10 MOUNT PLEASANT BUILDING - Clean entrances and parking area.
- 11 BUS SHELTER - Clean and sand as necessary around the bus shelter.
- 12 SHOWER PARK - Clean park area and seating pit.
- 13 NUGGET STREET - Plow all Nugget Street west of Cross Lake Rd.
- 14 HUGHES LOOKOUT - Clean out entire parking lot.

NOTE

This work is done in conjunction with Loader and Grader Operations.

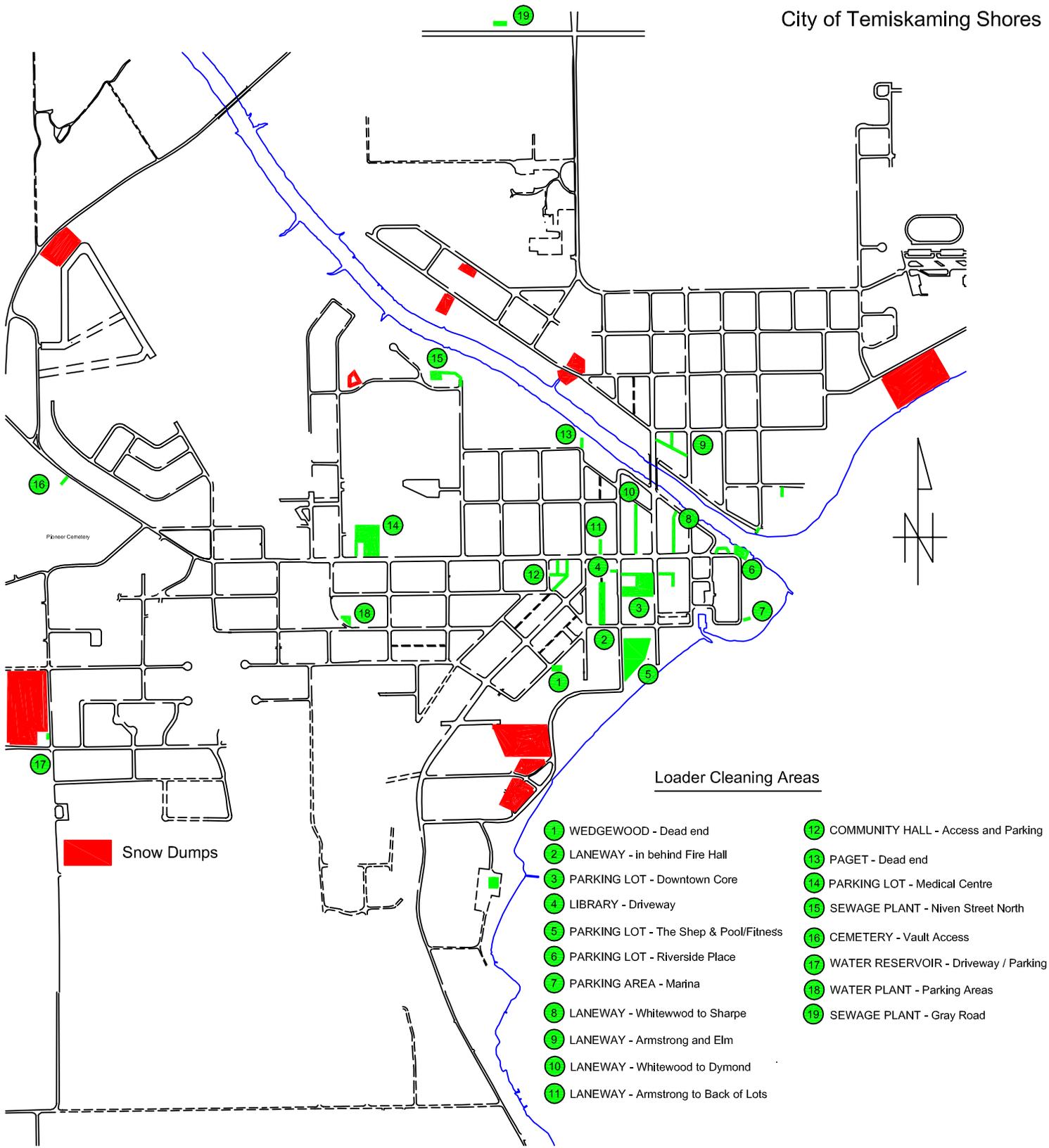


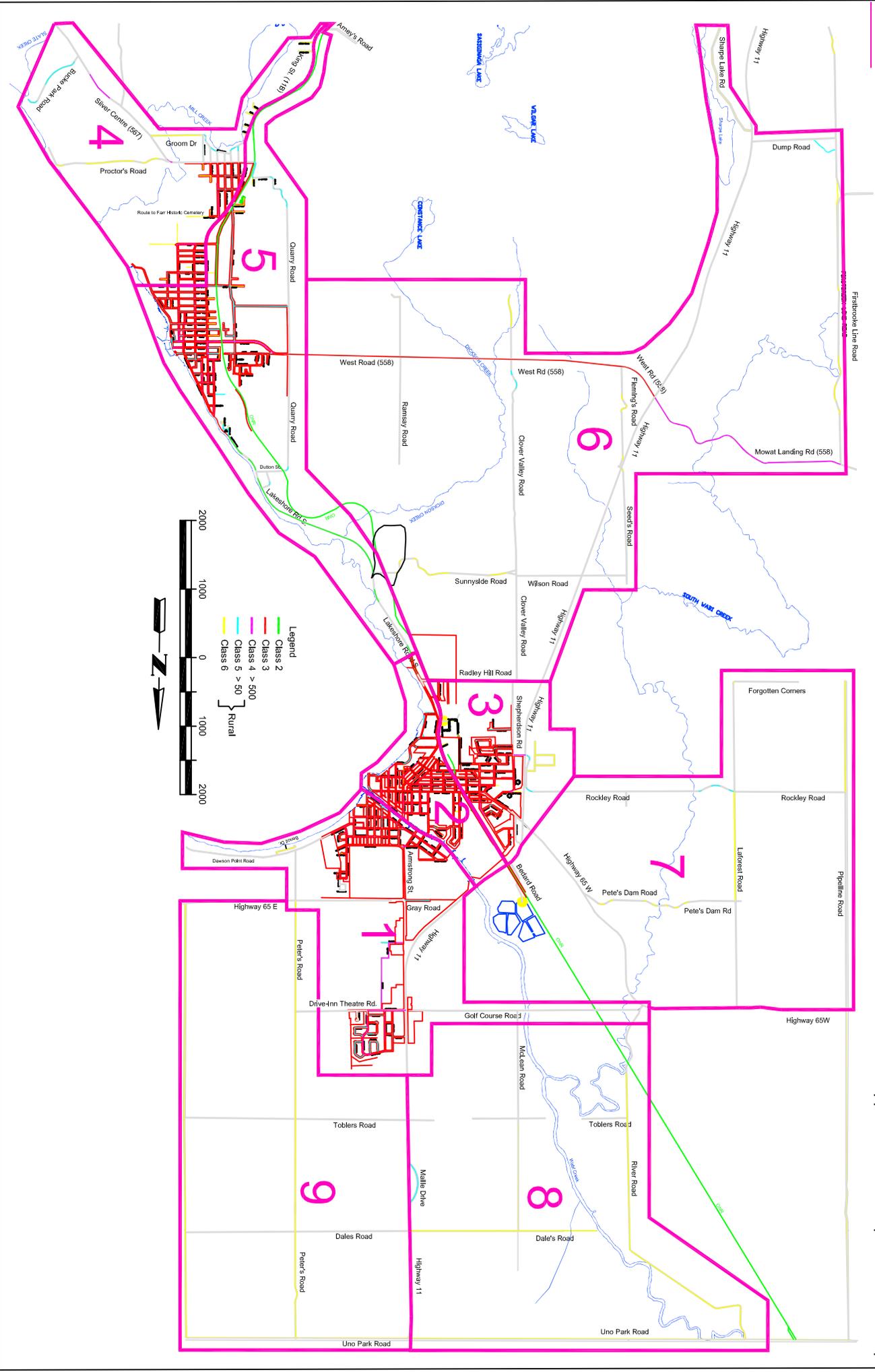
END OF RUN DUTIES

Provide additional sand to Trackless when requested by operator.
If necessary plow Georgia Avenue from Probyn down to Lakeshore Road South. Attempt to distribute snow evenly on both sides of roadway.
Clean any intersections that require so, especially those where sidewalks are filled in by plow equipment.

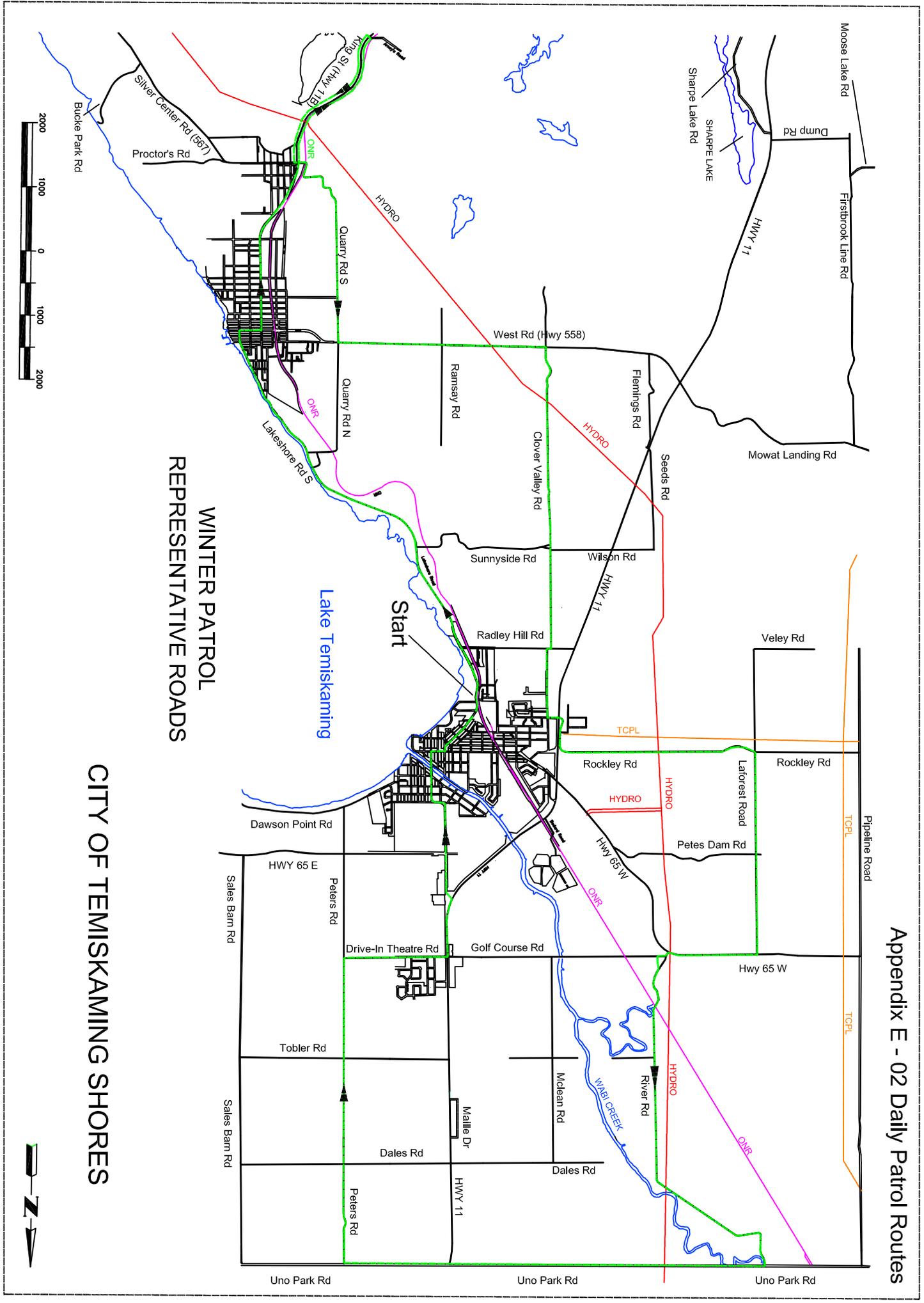
Appendix C - 04 New Liskeard Loader / Snow Dumps

City of Temiskaming Shores





Appendix E - 02 Daily Patrol Routes



WINTER PATROL
REPRESENTATIVE ROADS

CITY OF TEMISKAMING SHORES



STANDARD ROAD SURFACE CONDITION REPORT (WINTER)

DATE ___/___/___
yy/mm/dd

START TIME ___ AM or PM
FINISH TIME ___ AM or PM

WEATHER	
Partly Cloudy	
Overcast	
Rain	
Snow	
Freezing Rain	
High Winds	
Clear	
Visibility - good	
Visibility - poor	
Distance	

TEMPERATURE	
Below -30	
-30 to -20	
-20 to - 10	
-10 to 0	
0 to + 10	
+10 to +20	
+20 to +30	
Falling	
Rising	

ROAD CONDITIONS	
Dry	
Wet	
Loose snow: 0 - 5 cm	
Loose snow: 5-10 cm	
Loose snow: 10 cm +	
Slush	
Snow Packed	
Ice	
Centre Bare	
Ice Patches	
Road Surface Temperature	

ROAD/STREET	CC	NOTE#	ROAD/STREET	CC	NOTE#	AC - ACTION CODES
						RS Radio Sander
						RSS Radio Salter
						RP Radio Plow
						F Foreman
						WO Filed Work Order
						RP Restored on Patrol
						CC - CONDITION CODE
						A Acceptable
						D Deteriorating
						S Needs Service

#	AC	NOTES	TIME
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

NOTE: THIS REPRESENTS A SUMMARY OF CONDITIONS FOUND AND ACTIONS TAKEN BY UNDERSIGNED:



Work Order Request

City of Temiskaming Shores
Public Works Department
325 Farr Drive – City Hall
P.O. Box 2050
Haileybury, ON P0J 1K0

Work Order No.: **WO-2017 - _____**

To: _____
Date: _____

From: _____

Description of Work Requested

How Identified:	Date:	Time:

Special Considerations

Signature: _____

Deadline for completion: _____

Description of Work Performed

Repairs Performed by:	<input type="checkbox"/> As Noted Above	
	<input type="checkbox"/> As Described Below	
Supervisor (print):	Signature:	Completion Date:



Media Release - Road Closed

Date: _____ Time: _____

For Immediate Release

Due to a severe winter storm Ontario Provincial Police advise that the following roads in Corporation of the City of Temiskaming Shores are impassable due to drifting and blowing snow and have been closed to traffic.

Road Name	From	To

The Ontario Provincial Police advise that these roads will remain closed until the storm subsides and driving conditions improve.

For further Information, contact the City of Temiskaming Shores Public Works Department at 705-647-6220.



**EXCERPT FROM BY-LAW 2008-069
BEING A BY-LAW TO REGULATE TRAFFIC AND PARKING
OF VEHICLES IN THE CITY OF TEMISKAMING SHORES**

SECTION 5.9 OF SCHEDULE "A" TO BY-LAW NO. 2008-069

Prohibition - Overnight Parking - Offence

No *person* shall *stop, stand or park* a *vehicle* on any *street* or *City* owned *parking lot* between the hours of 12:00 a.m. to 7:00 a.m. during the period of November 1st in one year to March 31st of the next year.

Certified true copy

David Treen
Municipal Clerk

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES

BY-LAW NO. 2009-159

**BEING A BY-LAW TO REGULATE THE REMOVAL AND RELOCATION OF SNOW
WITHIN THE CITY OF TEMISKAMING SHORES**

WHEREAS the Council of the Corporation of the City of Temiskaming Shores deems it necessary and expedient to pass a By-law to regulate the removal and relocation of snow within the City of Temiskaming Shores;

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 Section 10(2) 6 of the Municipal Act, S.O. 2001, c. 25, as amended, authorizes Council to pass bylaws respecting the health, safety and well-being of persons;

AND WHEREAS Section 27 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, provides a municipality may pass by-laws with respect to highways over which it has jurisdiction;

AND WHEREAS Section 128 (1) of the Municipal Act, S.O. 2001, c. 25, as amended, provides that a municipality may prohibit with respect to public nuisances, including matters that, in the opinion of Council, are or could become or cause public nuisances;

AND WHEREAS Section 425(1) of the Municipal Act, S.O. 2001, c. 25, as amended, provides a municipality may pass by-laws providing that a person who contravenes a by-law of the municipality passed under the Act is guilty of an offence;

AND WHEREAS Section 429(1) of the Municipal Act, S.O. 2001, c. 25, as amended, provides a municipality may establish a system of fines for offences under a by-law of the municipality passed under the Act ;

AND WHEREAS Section 446(1) of the Municipal Act, S.O. 2001, c. 25, as amended, provides that if a municipality has the authority under any Act or under a by-law under any Act to direct or require a person to do a matter or thing, the municipality may also provide that, in default of it being done by the person directed or required to do it, the matter or thing shall be done at the person's expense;

AND WHEREAS Section 446(3) of the Municipal Act, S.O. 2001, c. 25, as amended, provides that a municipality may recover costs of doing a matter or thing under subsection (1) from the person directed or required to do it by action or by adding the costs to the tax roll and collecting them in the same manner as taxes.

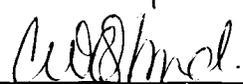
NOW THEREFORE the Council of the Corporation of the City of Temiskaming Shores hereby enacts as follows:

1. That Council adopts a by-law to regulate the removal and relocation of snow within the City identified as Schedule "A", attached hereto and forming part of this by-law;
2. That all by-laws respecting the removal, relocation and disposal of snow enacted by the former Town of Haileybury (more specifically By-law 94-6), the former Town of New Liskeard (more specifically By-law 1319), the former Township of Dymond (more specifically By-law 1355) and amendments thereto, are hereby repealed.
3. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the By-law and schedule, after the passage of this By-law, where such modifications or corrections do not alter the intent of the By-law.
4. That this By-Law shall come into force and take effect on the date of its final passing.

Read a FIRST, SECOND and THIRD TIME and FINALLY PASSED this 15th day of December, 2009.



Mayor



Clerk

CORPORATION OF THE CITY OF TEMISKAMING SHORES

SCHEDULE "A" TO BY-LAW NO. 2009-159

**BEING A BY-LAW TO REGULATE REMOVAL AND RELOCATION OF SNOW IN THE
CITY OF TEMISKAMING SHORES**

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1.3	Enforcement	1
1.4	Conflicts with other By-law	1

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2.4	Council	1
2.5	Municipality	1
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SCHEDULES AND DISCRPTION

APPENDIX		PAGE
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**PART 1
GENERAL PROVISIONS**

SECTION

1.1 Short Title

This By-Law shall be cited as the "Snow Removal By-law".

1.2 Scope

The provisions of this By-law shall apply to all property within the geographic limits of the City of Temiskaming Shores, except where otherwise provided.

1.3 Enforcement

This By-law shall be enforced by a *By-law Enforcement Officer* or a *Police Officer*.

1.4 Conflicts with other by-law

Where a provision of this By-law conflicts with a provision of another by-law in force in the City of Temiskaming Shores, the provisions that establishes the higher standard in terms of protecting the health, safety and welfare of the general public and the environmental well-being of the *municipality*, shall prevail to the extent of the conflict.

**PART 2
DEFINITIONS**

Definitions of words, phrases and terms used in this By-law that are not included in the list of definitions in this section shall have the meanings which are commonly assigned to them in the context in which they are used in this By-law.

The words, phrases and terms defined in this section have the following meaning for the purposes of this By-law.

SECTION

2.1 "By-law Enforcement Officer" means the *person* or *persons* duly appointed by *Council* as Municipal Law Enforcement Officers for the purpose of enforcing regulatory by-laws of the *City*.

2.2 "City" means the Corporation of the City of Temiskaming Shores.

2.3 "City Property" means any land situated within the City which is owned by the City or controlled by the City by lease or otherwise.

2.4 "Council" means the *Municipal Council* of the *City* of Temiskaming Shores.

2.5 "Municipality" means the land within the geographic limit of the City of Temiskaming Shores.

2.6 "Person" means an individual, firm or corporation.

SECTION

- 2.7** “**Police Officer**” means a member of the Ontario Provincial Police service.
- 2.8** “**Private Property**” means property which is privately owned and is not *City* property.
- 2.9** “**Provincial Offences Act**” means the Provincial Offences Act, R.S.O. 1990, c. P.33, as amended.
- 2.10** “**Sidewalk**” means any municipal walkway, or that portion of a *street* between *curb* lines or the lateral lines of a roadway, and the adjacent property line, primarily intended for use by *pedestrians*.
- 2.11** “**Street**” means a common and public highway, *street*, *roadway*, crescent, avenue, parkway, *driveway*, square, place, bridge, viaduct, trestle or other such place designated and intended for, or used by the general public for the passage or *parking* of *vehicles* and includes the area of land between the lateral property lines thereof.

PART 3 REGULATIONS

SECTION

- 3.1** **Deposit of Snow**
- No *person* shall deposit, or cause to be deposited, any snow, ice, or other debris, on any *City property* or *street* from off of his or her property or any other *private property*.
- 3.2** **Re-Deposit of Snow**
- 3.2.1** No *person* shall move snow within a *street* or allow snow to be moved from one side of the cleared portion of the *street* intended for vehicular and pedestrian traffic, to the other side of the *street*.
- 3.2.2** No *person* shall relocate snow within a *street* or allow snow to be relocated in such a manner as to encroach on the cleared portion of the *street* intended for vehicular and pedestrian traffic.
- 3.2.3** No *person* shall relocate snow within a *street* or allow snow to be relocated in such a manner as to obstruct the normal visibility or the safe movement of vehicular and pedestrian traffic on the *street*.

**PART 4
PENALTIES**

SECTION

- 4.1** Any *person* who contravenes, suffers or permits any act or thing to be done in contravention of, or neglects to do or refrains from doing anything required to be done pursuant to any provisions of this By-law or any permit or order issued pursuant thereto, commits an offence and except where specifically provided in Appendix "1", shall be liable to a fine not exceeding \$5,000.00.

Where an offense is a continuing offence, each day that the offence is continued shall constitute a separate and distinct offence.

**PART 5
VALIDITY**

SECTION

5.1 Validity of By-law

If any section, clause, or provision of this By-law, is for any reason declared by a court of competent jurisdiction to be invalid, the same shall not effect the validity of the By-law as a whole or any part thereof, other than the section, clause or provision so declared to be invalid and it is hereby declared to be the intention that all remaining sections, clauses or provisions of this By-law shall remain in full force and effect until repealed, notwithstanding that one or more provisions thereof shall have been declared to be invalid.

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES
Appendix "1" OF Schedule "A"
TO BY-LAW NO. 2009-159

SET FINES FOR BY-LAW NO. 2009-159

Item	COLUMN 1 Short form wording	COLUMN 2 Offence creating provision or Defining offence	COLUMN 3 Set fine
1	Deposit snow on <i>City property</i> .	Section 3.1	\$100.00
2	Re-Deposit snow from one side of <i>street</i> to the other.	Section 3.2.1	\$100.00
3	Re-Deposit snow to cleared portion of <i>street</i> .	Section 3.2.2	\$100.00
4	Re-Deposit snow so as to obstruct visibility.	Section 3.2.3	\$100.00

Note: The general penalty provision for the offences listed above is Schedule A section 4.1 of By-law No. 2009-159, a certified copy of which has been filed.

NOTICE – OVERNIGHT PARKING

Effective November 1st, 2016 to March 31st, 2017

By-law No. 2008-069 prohibits the parking of vehicles on municipal streets
or City-owned parking lots between the hours of

12:00 a.m. to 7:00 a.m.

Thank you for your cooperation.

For further information contact the By-law Officer at (705) 672-3363.

Municipal Act, 2001
Loi de 2001 sur les municipalités

ONTARIO REGULATION 239/02

MINIMUM MAINTENANCE STANDARDS FOR MUNICIPAL HIGHWAYS

Consolidation Period: From January 25, 2013 to the [e-Laws currency date](#).

Last amendment: O. Reg. 47/13.

This Regulation is made in English only.

Definitions

1. (1) In this Regulation,

“cm” means centimetres;

“day” means a 24-hour period;

“ice” means all kinds of ice, however formed;

“motor vehicle” has the same meaning as in subsection 1 (1) of the *Highway Traffic Act*, except that it does not include a motor assisted bicycle;

“non-paved surface” means a surface that is not a paved surface;

“Ontario Traffic Manual” means the Ontario Traffic Manual published by the Ministry of Transportation, as amended from time to time;

“paved surface” means a surface with a wearing layer or layers of asphalt, concrete or asphalt emulsion;

“roadway” has the same meaning as in subsection 1 (1) of the *Highway Traffic Act*;

“shoulder” means the portion of a highway that provides lateral support to the roadway and that may accommodate stopped motor vehicles and emergency use;

“snow accumulation” means the natural accumulation of any of the following that, alone or together, covers more than half a lane width of a roadway:

1. Newly-fallen snow.
2. Wind-blown snow.
3. Slush;

“substantial probability” means a significant likelihood considerably in excess of 51 per cent;

“surface” means the top of a roadway or shoulder;

“weather” means air temperature, wind and precipitation. O. Reg. 239/02, s. 1 (1); O. Reg. 23/10, s. 1 (1); O. Reg. 47/13, s. 1.

(2) For the purposes of this Regulation, every highway or part of a highway under the jurisdiction of a municipality in Ontario is classified in the Table to this section as a Class 1, Class 2, Class 3, Class 4, Class 5 or Class 6 highway, based on the speed limit applicable to it and the average annual daily traffic on it. O. Reg. 239/02, s. 1 (2).

(3) For the purposes of subsection (2) and the Table to this section, the average annual daily traffic on a highway or part of a highway under municipal jurisdiction shall be determined,

(a) by counting and averaging the daily two-way traffic on the highway or part of the highway; or

(b) by estimating the average daily two-way traffic on the highway or part of the highway.

O. Reg. 239/02, s. 1 (3); O. Reg. 23/10, s. 1 (2).

(4) For the purposes of this Regulation, a municipality is deemed to be aware of a fact if, in the absence of actual knowledge of the fact, circumstances are such that the municipality ought reasonably to be aware of the fact. O. Reg. 23/10, s. 1 (3).

TABLE
CLASSIFICATION OF HIGHWAYS

Average Annual Daily Traffic (number of motor vehicles)	Posted or Statutory Speed Limit (kilometres per hour)							
	91 - 100	81 - 90	71 - 80	61 - 70	51 - 60	41 - 50	31 - 40	1 - 40
15,000 or more	1	1	1	2	2	2	2	2
12,000 - 14,999	1	1	1	2	2	3	3	3
10,000 - 11,999	1	1	2	2	3	3	3	3
8,000 - 9,999	1	1	2	3	3	3	3	3
6,000 - 7,999	1	2	2	3	3	3	3	3
5,000 - 5,999	1	2	2	3	3	3	3	3
4,000 - 4,999	1	2	3	3	3	3	4	4
3,000 - 3,999	1	2	3	3	3	4	4	4
2,000 - 2,999	1	2	3	3	4	4	4	4
1,000 - 1,999	1	3	3	3	4	4	5	5
500 - 999	1	3	4	4	4	4	5	5
200 - 499	1	3	4	4	5	5	5	5
50 - 199	1	3	4	5	5	5	5	5
0 - 49	1	3	6	6	6	6	6	6

O. Reg. 613/06, s. 1.

Application

2. (1) This Regulation sets out the minimum standards of repair for highways under municipal jurisdiction for the purpose of clause 44 (3) (c) of the Act. O. Reg. 288/03, s. 1.

(2) Revoked: O. Reg. 23/10, s. 2.

(3) This Regulation does not apply to Class 6 highways. O. Reg. 239/02, s. 2 (3).

MINIMUM STANDARDS

Patrolling

3. (1) The minimum standard for the frequency of patrolling of highways to check for conditions described in this Regulation is set out in the Table to this section. O. Reg. 23/10, s. 3 (1).

(2) If it is determined by the municipality that the weather monitoring referred to in section 3.1 indicates that there is a substantial probability of snow accumulation on roadways, ice formation on roadways or icy roadways, the minimum standard for patrolling highways is, in addition to that set out in subsection (1), to patrol highways that the municipality selects as representative of its highways, at intervals deemed necessary by the municipality, to check for such conditions. O. Reg. 47/13, s. 2.

(3) Patrolling a highway consists of observing the highway, either by driving on or by electronically monitoring the highway, and may be performed by persons responsible for patrolling highways or by persons responsible for or performing highway maintenance activities. O. Reg. 23/10, s. 3 (1).

(4) This section does not apply in respect of the conditions described in section 10, subsections 11 (0.1) and 12 (1) and section 16.1. O. Reg. 23/10, s. 3 (1).

TABLE
PATROLLING FREQUENCY

Class of Highway	Patrolling Frequency
1	3 times every 7 days
2	2 times every 7 days
3	once every 7 days
4	once every 14 days
5	once every 30 days

O. Reg. 239/02, s. 3, Table; O. Reg. 23/10, s. 3 (2).

Weather monitoring

3.1 (1) From October 1 to April 30, the minimum standard is to monitor the weather, both current and forecast to occur in the next 24 hours, once every shift or three times per calendar day, whichever is more frequent, at intervals determined by the municipality. O. Reg. 47/13, s. 3.

(2) From May 1 to September 30, the minimum standard is to monitor the weather, both current and forecast to occur in the next 24 hours, once per calendar day. O. Reg. 47/13, s. 3.

Snow accumulation

4. (1) The minimum standard for addressing snow accumulation is,

- (a) after becoming aware of the fact that the snow accumulation on a roadway is greater than the depth set out in the Table to this section, to deploy resources as soon as practicable to address the snow accumulation; and
- (b) after the snow accumulation has ended, to address the snow accumulation so as to reduce the snow to a depth less than or equal to the depth set out in the Table within the time set out in the Table,
 - (i) to provide a minimum lane width of the lesser of three metres for each lane or the actual lane width, or
 - (ii) on a Class 4 or Class 5 highway with two lanes, to provide a total width of at least five metres. O. Reg. 47/13, s. 4.

(2) If the depth of snow accumulation on a roadway is less than or equal to the depth set out in the Table to this section, the roadway is deemed to be in a state of repair with respect to snow accumulation. O. Reg. 47/13, s. 4.

(3) For the purposes of this section, the depth of snow accumulation on a roadway may be determined in accordance with subsection (4) by a municipal employee, agent or contractor, whose duties or responsibilities include one or more of the following:

1. Patrolling highways.
2. Performing highway maintenance activities.
3. Supervising staff who perform activities described in paragraph 1 or 2. O. Reg. 47/13, s. 4.

(4) The depth of snow accumulation on a roadway may be determined by,

- (a) performing an actual measurement;
- (b) monitoring the weather; or
- (c) performing a visual estimate. O. Reg. 47/13, s. 4.

(5) For the purposes of this section, addressing snow accumulation on a roadway includes, but is not limited to,

- (a) plowing the roadway;
- (b) salting the roadway;
- (c) applying abrasive materials to the roadway; or
- (d) any combination of the methods described in clauses (a), (b) and (c). O. Reg. 47/13, s. 4.

(6) This section does not apply to that portion of the roadway designated for parking. O. Reg. 47/13, s. 4.

TABLE
SNOW ACCUMULATION

Class of Highway	Depth	Time
1	2.5 cm	4 hours
2	5 cm	6 hours
3	8 cm	12 hours
4	8 cm	16 hours
5	10 cm	24 hours

O. Reg. 47/13, s. 4.

Ice formation on roadways and icy roadways

5. (1) The minimum standard for the prevention of ice formation on roadways is doing the following in the 24-hour period preceding an alleged formation of ice on a roadway:

1. Monitor the weather in accordance with section 3.1.
2. Patrol in accordance with section 3.
3. If the municipality determines, as a result of its activities under paragraph 1 or 2, that there is a substantial probability of ice forming on a roadway, treat the roadway to prevent ice formation within the time set out in the Table to this section, starting from the time that the municipality determines is the appropriate time to deploy resources for that purpose. O. Reg. 47/13, s. 5.

(2) If the municipality meets the minimum standard set out in subsection (1) and, despite such compliance, ice forms on a roadway, the roadway is deemed to be in a state of repair until the earlier of,

- (a) the time that the municipality becomes aware of the fact that the roadway is icy; or
- (b) the applicable time set out in the Table to this section for treating the roadway to prevent ice formation expires. O. Reg. 47/13, s. 5.

(3) The minimum standard for treating icy roadways after the municipality becomes aware of the fact that a roadway is icy is to treat the icy roadway within the time set out in the Table to this section, and an icy roadway is deemed to be in a state of repair until the applicable time set out in the Table for treating the icy roadway expires. O. Reg. 47/13, s. 5.

(4) For the purposes of this section, treating a roadway means applying material to the roadway, including but not limited to, salt, sand or any combination of salt and sand. O. Reg. 47/13, s. 5.

TABLE
ICE FORMATION PREVENTION AND ICY ROADWAYS

Class of Highway	Time
1	3 hours
2	4 hours
3	8 hours
4	12 hours
5	16 hours

O. Reg. 47/13, s. 5.

Record of Training

This statement certifies that the below named individual has successfully completed the in-house Winter Operations Training program as required by the Corporation of the City of Temiskaming Shores Winter Operations Plan.

The Winter Operations Training program is comprised of the following modules:

- Equipment Circle Check
- Equipment Calibration
- Record Keeping
- Health and Safety
- Level of Service - policies, practices and procedures
- Identification of Plow Routes - including variations for year to year and issues identified along the route
- De-icing chemicals - application rates, storage and handling
- Identification of road salt vulnerable areas and the procedures to follow in those areas
- Yard and Equipment maintenance

Employee Name (Print)_____

Employee Signature_____

Date_____

Trainer Signature_____

Supervisor Signature_____



Record of Training – Patrol Person

This certifies that _____ (employee name) has successfully completed the in-house Winter Operations - Night Patroller Training as required by the Corporation of the City of Temiskaming Shores Winter Operations Plan.

The Winter Operations - Patroller Training workshop includes the following modules:

- Weather monitoring and forecasting results including: Road Weather Information System, Value Added Meteorological Service, eutectic temperature, pavement temperature, dew point
- Winter Schedules
- Record Keeping
- Health and Safety
- Level of Service - policies, practices and procedures
- Identification of Plow Routes - including variations for year to year and issues identified along the route
- De-icing chemicals - usage, application rates, storage and handling
- Identification of road salt vulnerable areas and the procedures to follow in those areas
- Call-out procedures
- Emergency contacts
- Yard and Equipment maintenance

Employee Name (Print)_____

Employee Signature_____

Date of Training_____

Trainer Signature_____

Supervisor Signature_____

Call-out Chart “ROADS”

FORECAST	CALL-OUT RESPONSE			
STORM SEVERITY	CLASS 2	CLASS 3	CLASS 4	CLASS 5
Less than 5 cm	<p>After storm has ended and after becoming aware that the snow accumulation is greater than 5 cm call-out plows and clear the snow within 6 hours.</p> <p>No call-out of sander unless roads become slippery</p>	<p>No requirement for clearing of snow.</p> <p>No call-out of sander unless roads become slippery</p>	<p>No requirement for clearing of snow.</p> <p>No call-out of sander unless roads become slippery</p>	<p>No requirement for clearing of snow.</p> <p>No call-out of sander unless roads become slippery</p>
More than 5 cm	<p>While storm continues, call-out plow operations as soon as practicable after becoming aware that the snow accumulation is greater than 5 cm.</p> <p>After storm has ended, and after becoming aware that the snow accumulation is greater than 5 cm clear the snow within 6 hours</p> <p>No call-out of sander unless roads become slippery</p>	<p>While storm continues, call-out plow operations as soon as practicable after becoming aware that the snow accumulation is greater than 8 cm.</p> <p>After storm has ended, and after becoming aware that the snow accumulation is greater than 8 cm clear the snow within 12 hours</p> <p>No call-out of sander unless roads become slippery.</p>	<p>While storm continues, call-out plow operations as soon as practicable after becoming aware that the snow accumulation is greater than 8 cm.</p> <p>After storm has ended, and after becoming aware that the snow accumulation is greater than 8 cm clear the snow within 16 hours</p> <p>No call-out of sander unless roads become slippery</p>	<p>While storm continues, call-out plow operations as soon as practicable after becoming aware that the snow accumulation is greater than 10 cm.</p> <p>After storm has ended, and after becoming aware that the snow accumulation is greater than 10 cm clear the snow within 24 hours</p> <p>No call-out of sander unless roads become slippery</p>
Sleet and freezing rain	Call-out sander if road conditions permit	Call-out sander if road conditions permit	Call-out sander if road conditions permit	Call-out sander if road conditions permit

It is understood that conditions may occur which temporarily prevent achieving the level of service specified above.

Call-out Chart “SIDEWALKS”

FORECAST	CALL-OUT RESPONSE	
Storm Severity	Priority 1 – Downtown Areas	Priority 2 – Side Streets
Up to 10 cm	<p>After storm has ended, and after becoming aware that the snow accumulation is greater than 10 cm call-out plows and clear the snow within 24 hours</p> <p>No call-out of sander unless sidewalks become slippery</p>	<p>No requirement for snow clearing operations.</p> <p>Priority 2 sidewalks will not be serviced until the completion of Priority 1 sidewalks have met their service level and may also be delayed by other winter control roads requirements.</p> <p>No call-out of sander unless sidewalks become slippery</p>
More than 10 cm	<p>While storm continues, call-out plow operations as soon as practicable after becoming aware that the snow accumulation is greater than 10 cm.</p> <p>After storm has ended, and after becoming aware that the snow accumulation is greater than 10 cm clear the snow within 24 hours</p> <p>No call-out of sander unless sidewalks become slippery</p>	<p>While storm continues, call-out plow operations as soon as practicable after becoming aware that the snow accumulation is greater than 15 cm.</p> <p>Priority 2 sidewalks will not be serviced until the completion of Priority 1 sidewalks have met their service level and may also be delayed by other winter control roads requirements.</p> <p>No call-out of sander unless sidewalks become slippery</p>
Sleet and freezing rain	Call-out sander if sidewalk conditions permit	Call-out sander if sidewalk conditions permit

It is understood that conditions may occur which temporarily prevent achieving the level of service specified above.

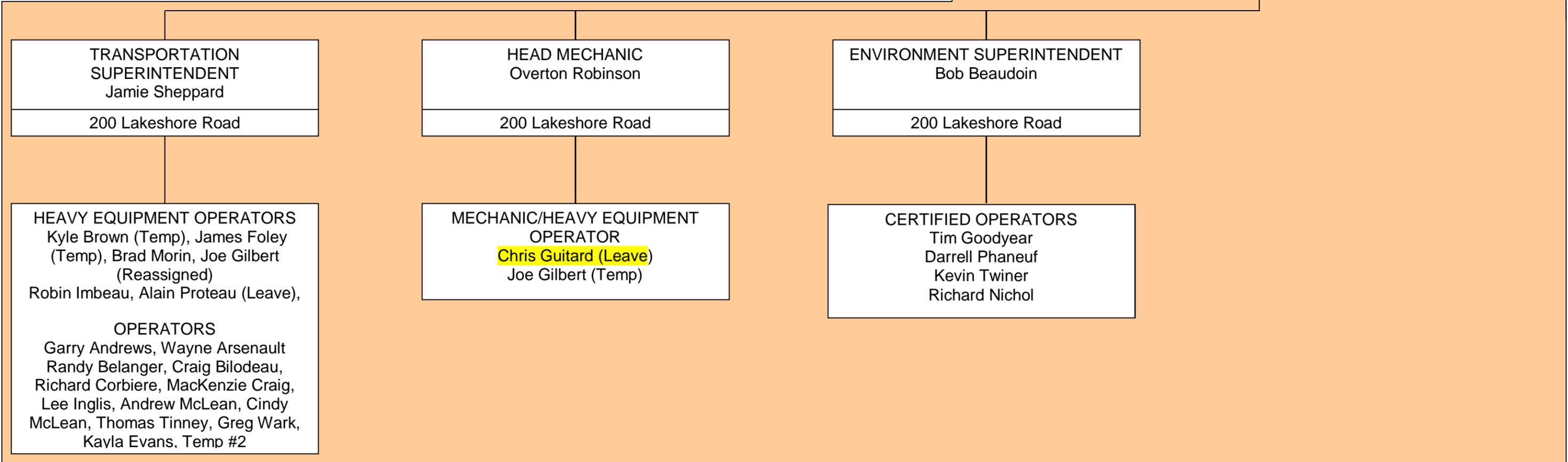
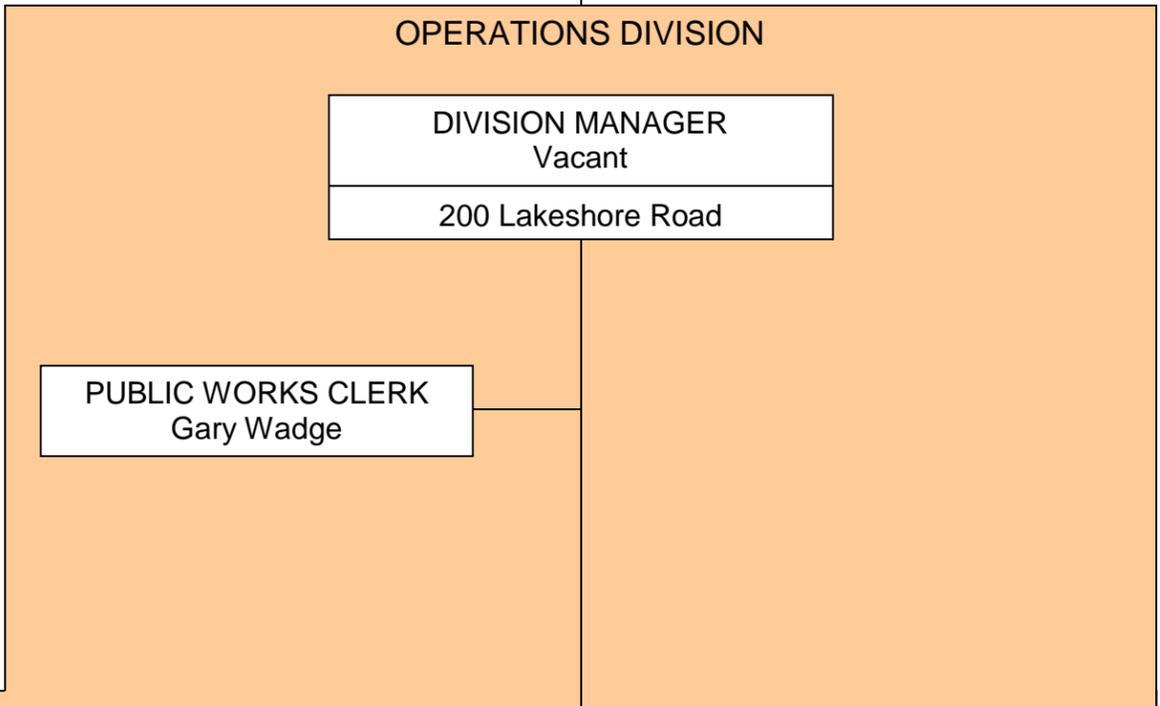
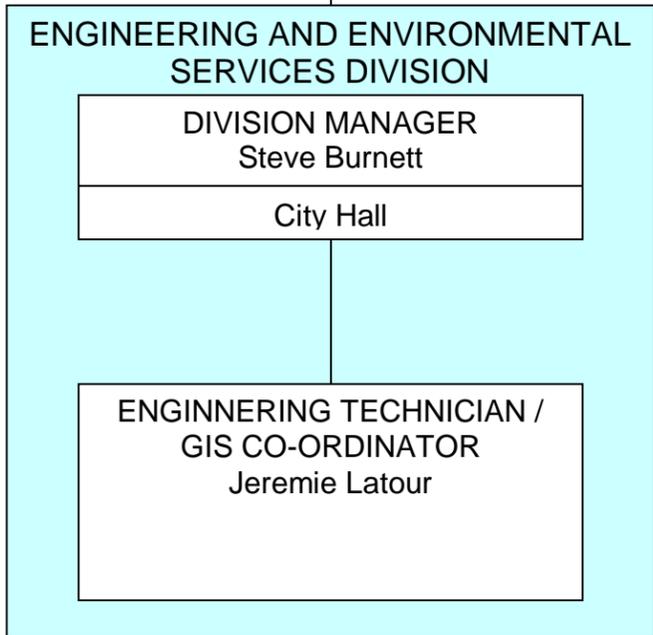
Call-out Chart “SNOW REMOVAL”

FORECAST	CALL-OUT RESPONSE	
Snow Accumulation	Priority 1 - Downtown areas	Priority 2 - Side streets
Up to 60 cm snow bank	No requirement for snow removal operations	No requirement for snow removal operations
Up to 120 cm snow bank	<p>After storm has ended and the city's plowing and sanding requirements have been satisfied, and after becoming aware that the snow bank accumulation is greater than 60 cm, removal operations shall begin.</p> <p>The winter control plan indicates a downtown street removal route numbered from 1 to 21 which suggests an importance level and will be used as a guide to operations.</p> <p>Due to traffic and pedestrian congestion, this work may be required to be completed during the night shift. Deviation from this will be approved by the Director or his designate.</p> <p>Snow removal in downtown areas will have priority over side streets.</p> <p>It is understood that conditions may occur which temporarily prevent achieving the level of service specified.</p>	<p>After storm has ended and the city's plowing and sanding requirements have been satisfied, and after becoming aware that the snow bank accumulation is greater than 120 cm, removal operations shall begin.</p> <p>Intersections will receive service when it is deemed by the road supervisor to pose a hazard to vehicular traffic.</p>
Sleet and freezing rain	Call-out sander if conditions permit	Call-out sander if conditions permit

It is understood that conditions may occur which temporarily prevent achieving the level of service specified above.

NOTE: One 8 hour night shift removes +/- 2,700 cubic meters of snow

DIRECTOR OF PUBLIC WORKS
Douglas Walsh
City Hall



City of Temiskaming Shores

2016 - 17 Winter Operations Plan		
<i>Colour description</i>	<i>Shift partners</i>	
Crew One	Robin Imbeau - HEO	
	Lee Inglis	
	Wayne Arsenault	
	Thomas Tinney	
	Kevin Twiner W/S	
Crew Two	Kyle Brown - HEO	
	Richard Corbiere	
	Randy Belanger	
	Gary Andrews	
	Tim Goodyear W/S	
Crew Three	Jim Foley - HEO	
	Kayla Evans	
	Andrew McLean	
	Greg Wark	
	Darrell Phaneuf W/S	
Crew Four	Brad Morin - HEO	
	Cindy McLean	
	Mackenzie Craig	
	Craig Bilodeau	
	Richard Nichol W/S	
Dayshift	Al Proteau - Afternoon Patrol	
	Oppie Robinson	
	Joe Gilbert	
	Gary Wadge	Off - Chris Guitard
	Douglas Walsh	
	Steve Burnett	
	Robert Beaudoin	
	Jamie Sheppard	As at Sept 30/16

The Corporation of the City of Temiskaming Shores

By-law No. 2016-165

Being a by-law to enter into an Agreement with Pedersen Construction (2013) Inc. for Infrastructure Upgrades (Phase I) – construction of the pumping station on Gray Road and upgrades to associated infrastructure to increase efficiency of the wastewater collection and treatment systems

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

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

And whereas Council considered Administrative Report No. PW-046-2016 at the October 18, 2016 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an agreement with Pedersen Construction (2013) Inc. for Infrastructure Upgrades (Phase I) construction of the pumping station on Gray Road and upgrades to associated infrastructure to increase efficiency of the wastewater collection and treatment system for consideration at the October 18, 2016 Regular Council meeting;

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

1. That Council authorizes the entering into an agreement with Pedersen Construction (2013) Inc. for infrastructure upgrades (Phase I) construction of the pumping station on Gray Road and upgrades to associated infrastructure to increase efficiency of the wastewater collection and treatment system in the amount of \$8,177,563.50 plus applicable taxes, a copy of which is attached hereto as Schedule "A" and forming part of this by-law; and
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

Read a first, second and third time and finally passed this 18th day of October, 2016.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law No. 2016-165

Agreement between

The Corporation of the City of Temiskaming Shores

and

Pedersen Construction (2013) Inc.

for infrastructure upgrades (Phase I) construction
construction of the pumping station on Gray Road and
upgrades to associated infrastructure to increase efficiency
of the wastewater collection and treatment system

The Corporation of the City of Temiskaming Shores

By-law No. 2016-166

**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 18, 2016**

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 18, 2016** 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 18th day of October, 2016.

Mayor – Carman Kidd

Clerk – David B. Treen