



**THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI
REGULAR COUNCIL MEETING
AGENDA**

**Thursday, July 26, 2018, 6:30 P.M.
Welcome Center**

An audio recording of the Open Session of this meeting is being made and will be available through the Municipal Website as a public service to further enhance access to municipal government services and to continue to promote open and transparent government. As a visitor, your presence may be recorded and your name and address may be revealed during certain parts of the Council meeting.

	Pages
1. <u>CALL TO ORDER AND ROLL CALL</u>	
2. <u>ADOPTION OF THE AGENDA</u>	1
Draft Motion: BE IT RESOLVED THAT the Regular Council Meeting Agenda dated July 26, 2018 be adopted as presented / amended.	
3. <u>DECLARATION OF CONFLICT OR PECUNIARY INTEREST AND GENERAL NATURE THEREOF</u>	
4. <u>CLOSED SESSION</u>	
4.1 Pending disposition of land by the Municipality	
Draft Motion: BE IT RESOLVED THAT this Regular / Special Council meeting proceed in camera at p.m., under section 239 of the Municipal Act, 2001 as amended, in order to address matters pertaining to: (2)(c) A proposed or pending acquisition or disposition of land by the municipality or local board regarding Strathy Site Lot 198 RP36R9753 - Goward Avenue.	
Draft Motion: BE IT RESOLVED THAT this meeting return to regular session at p.m.	
5. <u>ADOPTION OF MINUTES</u>	
5.1 Special Council Meeting July 9, 2018 - DRAFT Minutes	191
Draft Motion: BE IT RESOLVED THAT the Minutes of the Special Council Meeting held July 9, 2018 be adopted as presented.	
5.2 Special Council Meeting July 11, 2018 - DRAFT Minutes	193
Draft Motion: BE IT RESOLVED THAT the Minutes of the Special Council Meeting held July 11, 2018 be adopted as presented.	
5.3 Committee of the Whole Minutes July 17, 2018 - DRAFT Minutes	195
Draft Motion: BE IT RESOLVED THAT the Minutes of the Committee of the Whole Minutes held July 17, 2018 be adopted as presented.	

6. **BUSINESS ARISING FROM THE MINUTES**
7. **DELEGATIONS/ PRESENTATIONS**
- 7.1 **Presentation of the Senior of the Year Award to Doug Adams**
Draft Motion:
BE IT RESOLVED THAT Council award the 2018 Senior of the Year Award to Doug Adams.
- 7.2 **Unregistered Presentations (Maximum 15 Minutes in Total- in accordance with rules in By-law)**
8. **CONSENT AGENDA ITEMS**
Draft Motion:
BE IT RESOLVED THAT Council adopt the consent agenda motions as presented on the agenda.
- 8.1 **Correspondence from John Hodgson regarding request for the 1992 Financial Audit Report** 200
Draft Motion:
That Council receive correspondence from John Hodgson; AND FURTHER THAT Council direct this matter be handled by staff.
- 8.2 **Correspondence from York University dated July 5, 2018 regarding Professor Fox research study on patients and families** 202
Draft Motion:
That Council supports the efforts of Professor Fox research study on the care received in hospital of patients and families in rural Ontario and that copies of the correspondence be sent to local community groups.
- 8.3 **Correspondence from Literacy Council of South Temiskaming regarding Donation Request** 205
Draft Motion:
That Council authorize a donation in the amount of \$100.00 in support of their efforts.
9. **STAFF REPORTS**
- 9.1 **Items to be Considered Separately from Consent Agenda:**
- 9.2 **Memo 2018-M-035 - Official Plan Review Process Update** 208
Draft Motion:
BE IT RESOLVED THAT Council receive Memo 2018-M-035 regarding the Official Plan Update Process; AND FURTHER THAT Council direct Staff to defer the issuance of a Request for Proposal for an appropriate planner and/or consultant (individual or firm) for the Official Plan update process until January.
- 9.3 **Memo 2018-M-036 - Goals Treasurer/Administrator** 209
Draft Motion:
BE IT RESOLVED THAT Council receive Memo 2018-036 Goals Treasurer/Administrator; AND FURTHER THAT this item be received for information.
- 9.4 **Memo 2018-M-038 - Staffing positions during lame duck** 211
Draft Motion:

- BE IT RESOLVED THAT Council receive Memo 2018-038 Staffing positions during lame duck; AND FURTHER THAT this item be received for information.
- 9.5 Memo 2018-M-039 - Update on Funding application regarding Access to Industrial Lots** 212
- Draft Motion:
BE IT RESOLVED THAT Council receive Memo 2018-039 Update on Funding application regarding Access to Industrial Lots; AND FURTHER THAT this item be received for information.
- 9.6 Memo 2018-M-041 - Restricted acts** 219
- Draft Motion:
BE IT RESOLVED THAT Council receive Memo 2018-041 Restricted Acts; AND FURTHER THAT this item be received for information.
- 9.7 Memo 2018-M-042 - 2018 AMO Conference** 220
- Draft Motion:
BE IT RESOLVED THAT that Council receive Memo2018-M-042; AND FURTHER THAT should the local DSSAB be successful in arranging meetings with Provincial Ministers that are of a concern to the Municipality of Temagami that the Mayor and Treasurer/Administrator are requested to attend.
- 9.8 Report 2018-020 - Encroachments and Lot Line Variations regarding 12 Parkwood Lane** 221
- Draft Motion:
WHEREAS the Municipality of Temagami in 2014 received a request regarding the encroachments on 12 Parkwood Lane; AND WHEREAS the Municipality road encroaches on the property owner's driveway and the applicants garage encroaches on to municipal property; AND WHEREAS the Municipality of Temagami directed staff on February 20, 2014 to prepare and draft encroachment agreement for Council's consideration; AND WHEREAS an encroachment agreement will permit the structures to remain until the structures are demolished or otherwise removed; AND WHEREAS the proponent shall cover all legal costs associated with the encroachment agreement unless Council deems otherwise; NOW THEREFORE BE IT RESOLVED THAT Council receive report No. 2018-020; AND FURTHER THAT Council direct staff to execute and finalize the agreement with the proponent.
- 9.9 Report 2018-18 - Temagami Fire Department Monthly Report June 2018** 233
- Draft Motion:
BE IT RESOLVED THAT Council receive Report No. 2018-18 Temagami Fire Department Monthly Report; AND FURTHER THAT this item be received for information.
- 10. COUNCIL COMMITTEE REPORTS**
- 10.1 Items to be Considered Separately from Consent Agenda:**
- 10.2 Motion from Councillor D. O'Mara regarding Fire Pump Subsidy** 234
- Draft Motion:
WHEREAS the Municipality of Temagami established a Fire Pump Subsidy Program in 2014 to provide a subsidy of \$400.00 towards the purchase of a standardized Fire Pump Package for residents who did not receive direct Fire Department Protection. To be eligible for this payment pump packages purchased had to meet specific specifications as set out in the attached information sheet; AND WHEREAS this program was extended until May 31,2016 and was offered again in 2017; NOW THEREFORE BE IT RESOLVED that Council approve a further extension of this program in 2018 and offer the additional 15 fire pump subsidies on a first come bases to residents who meet the criteria and agree to the

original terms as set out in 2014.

- 10.3 Motion from Councillor D. O'Mara regarding Signage and No parking Lake Temagami Access point** 241
- Draft Motion:
- WHEREAS a motion was approved in December 2016 to have new stop, yield and no parking signs installed at the Temagami Access Point and this has not yet been implemented; AND WHEREAS the LTAPP Committee has also made some additional recommendations for additional no parking areas to enhance public safety in this area; AND WHEREAS there has been growing concerns about Public safety at the Temagami Access point landing especially during the Summer Months and more so during peak long-weekends; NOW THEREFORE BE IT RESOLVED THAT Council again direct staff to make the necessary changes to By-Law 09-826 to reflect the location of new signs and no parking areas as noted on the attached map dated July 23,2018; AND FURTHER THAT Council direct staff to start immediate implementation of these directions and have appropriate signage if available installed before the August long-weekend or soon after if not; AND FURTHER THAT once these signs get installed our By-law Department shall be directed to start an implementation plan to make people aware of these changes before strict enforcement is followed.
- 11. ANNOUNCEMENTS AND VERBAL REPORTS FROM MAYOR AND COUNCILLORS**
- 12. CORRESPONDENCE**
- 12.1 Items to be Considered Separately from Consent Agenda:**
- 12.2 Clearwater Planning Request for refund on Variance Application for 295 Fox Run.** 242
- Draft Motion:
- WHEREAS the Municipality of Temagami has received a letter from Clearwater Planning requesting a refund of the minor variance application fee of \$600; AND WHEREAS the invoice submitted from MHBC Planning, Urban Design & Landscape Architecture before taxes was \$711.75; AND WHEREAS past practice no refunds of payments for planning applications have ever been made; NOW THEREFORE BE IT RESOLVED THAT Council direct staff to notify Clearwater Planning that Council is not willing to approve the refund of the application at this time.
- 12.3 Code of Conduct complaint received June 28, 2018** 249
- Draft Motion:
- BE IT RESOLVED THAT Council receive the Code of Conduct complaint dated June 28, 2018; AND FURTHER THAT Council exercises its authority under Section 223 of the Municipal Act 2001, as amended, to appoint an Integrity Commissioner who would be responsible for performing an independent investigation and reporting back to Council; AND FURTHER THAT Council hereby appoints Excellence for Municipalities as the Integrity Commissioner to perform the investigation on this matter.
- 12.4 11639 - Northern Ontario Tourism Partnership Documents and Invoice** 257
- Draft Motion:
- BE IT RESOLVED THAT Council receive the renewal documents from Northeastern Ontario Tourism; AND FURTHER THAT Council authorize the renewal of this membership.
- 12.5 11630A - Steve Watt Adjournment of LPAT OMB Appeals PL171040 and PL171041** 268
- Draft Motion:

	BE IT RESOLVED THAT Council receive correspondence from Steve Watt dated July 3, 2018; AND FURTHER THAT this item be received for information.	
12.6	11636B - Temiskaming Development Fund Corp Annnual Meeting Draft Motion: BE IT RESOLVED THAT Council receive correspondence from Temiskaming Development Fund Corp. regarding the annual meeting; AND FURTHER THAT this item be received for information.	270
12.7	11636C - Community Schools Alliance 2018 Annual Meeting and Nomination Form Draft Motion: BE IT RESOLVED THAT Council receive the correspondence from the Community Schools Alliance dated July 16, 2018 regarding the 2018 Annual Meeting and Nomination Form; AND FURTHER THAT Council nominate Carolyn Lowery to the Executive Committee of the Community Schools Alliance.	271
13.	<u>BY-LAWS</u>	
13.1	Items to be Considered Separately from Consent Agenda:	
13.2	By-Law 18-1409 - To delegate authority during a lame duck period Draft Motion: BE IT RESOLVED THAT By-law number 18-1409, being a bylaw delegate authority during a lame duck period be taken as read a first, second and third time and finally passed this 26th day of July 2018; AND FURTHER THAT the said by-law be signed by the Mayor and Clerk and recorded in the by-law book.	274
13.3	By-Law 18-1410 - Appoint Statutory positions Draft Motion: BE IT RESOLVED THAT By-law number 18-1410, being a bylaw to Appoint Statutory positions be taken as read a first, second and third time and finally passed this 26th day of July 2018; AND FURTHER THAT the said by-law be signed by the Mayor and Clerk and recorded in the by-law book.	276
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13.5	By-Law 18-1412 - To set the amounts for Area-rated charges Draft Motion: BE IT RESOLVED THAT By-law number 18-1411, being a bylaw to set the 2018 amounts for Area-rated charges be taken as read a first, second and third time and finally passed this 26th day of July 2018; AND FURTHER THAT the said by-law be signed by the Mayor and Clerk and recorded in the by-law book.	326
14.	<u>APPROVED MINUTES OF COMMITTEE MEETINGS</u>	
15.	<u>UNFINISHED BUSINESS</u>	
15.1	Reports from Antoinette Blunt Integrity Commissioner Draft Motion:	333

BE IT RESOLVED THAT Council receive reports from Antoinette Blunt Integrity Commissioner; AND FURTHER THAT these reports be noted and filed in the minutes of this meeting.

15.2 Memorandum from the Integrity Commissioner

354

Draft Motion:

BE IT RESOLVED THAT Council receive the Memorandum from Antoinette Blunt Integrity Commissioner; AND FURTHER THAT Council direct staff to incorporate some of the information in future training of Staff and Council.

16. NEW BUSINESS

17. NOTICES OF MOTION

18. CONFIRMATION BY-LAW

18.1 By-Law 18-1413 - To Confirm Proceedings of Council

375

Draft Motion:

BE IT RESOLVED THAT By-law 18-1413 , being a by-law to confirm the proceedings of the Council of the Corporation of the Municipality of Temagami, be taken as read a first, second and third time and finally passed this 26th day of July; AND FURTHER THAT the said by-law be signed by the Mayor and Clerk and recorded in the by-law book.

19. ADJOURNMENT

Draft Motion:

BE IT RESOLVED THAT this meeting adjourn at p.m.



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15.	<u>UNFINISHED BUSINESS</u>	
15.1	Reports from Antoinette Blunt Integrity Commissioner Draft Motion:	136

BE IT RESOLVED THAT Council receive reports from Antoinette Blunt Integrity Commissioner; AND FURTHER THAT these reports be noted and filed in the minutes of this meeting.

15.2 Memorandum from the Integrity Commissioner

157

Draft Motion:

BE IT RESOLVED THAT Council receive the Memorandum from Antoinette Blunt Integrity Commissioner; AND FURTHER THAT Council direct staff to incorporate some of the information in future training of Staff and Council.

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18.1 By-Law 18-1413 - To Confirm Proceedings of Council

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19. ADJOURNMENT

Draft Motion:

BE IT RESOLVED THAT this meeting adjourn at p.m.



THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI

SPECIAL COUNCIL MEETING

DRAFT MINUTES

Monday, July 9, 2018, 4:00 P.M.

Welcome Center

PRESENT: B. Koski, J. Harding, C. Lowery, D. O'Mara, R. Prefasi and D. Burrows

STAFF: C. Davidson, S. Nadeau, J. Sanderson and B. Turcotte (arrived at 4:25p.m.)

ABSENT: L. Hunter (With Notice)

PURPOSE OF THIS SPECIAL MEETING

THE PURPOSE OF THIS MEETING IS FOR COUNCIL TO: Receive and review the Draft 2018 Budget Presentation.

CALL TO ORDER AND ROLL CALL

Deputy Mayor Brian Koski called the meeting to order at 4:00 p.m. There were 2 people in the audience.

ADOPTION OF THE AGENDA

18-283

MOVED BY: C. Lowery

SECONDED BY: R. Prefasi

BE IT RESOLVED THAT the Special Council Meeting Agenda dated July 9, 2018 be adopted as presented / amended.

CARRIED

DECLARATION OF CONFLICT OR PECUNIARY INTEREST AND GENERAL NATURE THEREOF

None.

DELEGATIONS/ PRESENTATIONS

2018 Draft Budget Presentation

B. Koski stepped away from meeting at 4:48 pm and returned at 4:49 pm.

D. O'Mara stepped away from meeting at 5:35 pm and returned at 5:50 pm.

J. Harding stepped away from meeting at 5:50 pm and returned at 5:55 pm.

Council directed staff to amend the following draft budget items:

- Capital Item #18-05; Asset Management Plan Update, Zero municipal direct and total of \$15,000.
- Capital Item #18-20; Fox Run, should have funds in reserve. Staff to review.
- Capital Item #18-34; Greening of Downtown Area, Zero municipal direct and total of \$38,355.

18-284

MOVED BY: J. Harding

SECONDED BY: D. O'Mara

BE IT RESOLVED THAT staff be directed to prepare a by-law to establish tax ratios based on the ratios being revenue neutral for Council's consideration.

CARRIED

ADJOURNMENT

18-285

MOVED BY: R. Prefasi

SECONDED BY: C. Lowery

BE IT RESOLVED THAT this meeting adjourn at 6:10 p.m.

CARRIED

Mayor

Clerk



THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI

SPECIAL COUNCIL MEETING

DRAFT MINUTES

Wednesday, July 11, 2018, 4:00 P.M.

Welcome Center

PRESENT: L. Hunter, J. Harding, B. Koski, C. Lowery, D. O'Mara, D. Burrows, R. Prefasi

STAFF: C. Davidson

GUEST: P. Cassan

PURPOSE OF THIS SPECIAL MEETING

IS FOR COUNCIL TO ADDRESS THE FOLLOWING MATTERS: **To address matters in Closed Session as authorized by Section 239 of the Municipal Act, 2001**, under subsections (2)(b) Personal matter about an identifiable individual, (c) A proposed or pending acquisition or disposition of land by the municipality.

CALL TO ORDER AND ROLL CALL

Mayor Hunter called the meeting to order at 4:00 p.m. There was 1 person in the audience.

ADOPTION OF THE AGENDA

18-286

MOVED BY: J. Harding

SECONDED BY: D. Burrows

BE IT RESOLVED THAT the Special Council Meeting Agenda dated July 11, 2018 be adopted as presented.

CARRIED

DECLARATION OF CONFLICT OR PECUNIARY INTEREST AND GENERAL NATURE THEREOF

Mayor Hunter requested disclosures of pecuniary interest and the general nature thereof. There were none noted.

CLOSED SESSION

Closed Session re: Personal matter and the pending acquisition or disposition of land

18-287

MOVED BY: C. Lowery

SECONDED BY: D. Burrows

BE IT RESOLVED THAT this Special Council meeting proceed in camera at 4:02 p.m., under section 239 of the Municipal Act, 2001 as amended, in order to address matters pertaining to: (2)(b) Personal matter about an identifiable individual, and (2)(c) A proposed or pending acquisition or disposition of land by the municipality.

CARRIED

18-288

MOVED BY: B. Koski

SECONDED BY: R. Prefasi

BE IT RESOLVED THAT this meeting return to regular session at 6:16 p.m.

CARRIED

The meeting returned to regular session at 6:16 p.m. and Mayor Hunter reported that Council had received advice from our Solicitor and provided direction regarding a personal matter about an identifiable individual and that Council discussed a possible acquisition of land by the municipality and provided direction to staff in this matter.

DELEGATIONS/ PRESENTATIONS

ADJOURNMENT

18-289

MOVED BY: D. O'Mara

SECONDED BY: D. Burrows

BE IT RESOLVED THAT this meeting adjourn at 6:17 p.m.

CARRIED

Mayor

Clerk



THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI
COUNCIL IN COMMITTEE OF THE WHOLE MEETING
DRAFT MINUTES

Tuesday, July 17, 2018, 6:30 P.M.
Welcome Center

PRESENT: L. Hunter, J. Harding, B. Koski, C. Lowery, D. O'Mara, R. Prefasi, D. Burrows
STAFF: C. Davidson, T. Lepage Acting Clerk
GUEST: S. Lemieux from Ontario Clean Water Agency (OCWA)

CALL TO ORDER AND ROLL CALL

Mayor Hunter called the meeting to order at 6:30 p.m. There were 16 people in the audience.
Mayor Hunter called the roll.

ADOPTION OF THE AGENDA

- Council requested a report on the goals and objectives from the Treasurer/Administrator for the next scheduled meeting.
- Councillor O'Mara gave notice of motion regarding Fire Pump Subsidy Program.
- Correspondence No. 11.5 is an item for information and to be dealt with by staff.

18-290

MOVED BY: J. Harding

SECONDED BY: D. Burrows

BE IT RESOLVED THAT the Council Committee of the Whole Meeting Agenda dated July 17, 2018 be adopted as amended.

CARRIED

DECLARATION OF CONFLICT OR PECUNIARY INTEREST AND GENERAL NATURE THEREOF

Councillor D. O'Mara declared a conflict on item 11.13 as he is a member of the board.

CLOSED SESSION

Closed Session re: Personal matters, the pending acquisition of land and a Trade secret from outside organization

18-291

MOVED BY: C. Lowery

SECONDED BY: B. Koski

BE IT RESOLVED THAT this Regular / Special Council meeting proceed in camera at 6:38 p.m., under section 239 of the Municipal Act, 2001 as amended, in order to address matters pertaining to: (2)(b) Personal matter, (c) A proposed or pending acquisition of land and (i) a trade secret or scientific, technical, commercial, financial or labour relations information, supplied in confidence to the municipality or local board, which, if disclosed, could reasonably be expected to prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of a person, group of persons, or organization.

CARRIED

18- 292

MOVED BY:

SECONDED BY:

BE IT RESOLVED THAT this meeting return to regular session at 7:41 p.m.

CARRIED

The meeting returned to regular session at 7:41 p.m. and Mayor Hunter reported that Council has given direction to staff with regards to s.239 (2)(I), a personal matter, and acquisition of land.

MOVE TO COMMITTEE OF THE WHOLE

18-293

MOVED BY: D. Burrows

SECONDED BY: B. Koski

BE IT RESOLVED THAT this meeting move to Committee of the Whole.

CARRIED

MINUTES OF PREVIOUS MEETINGS

- *Special Council Meeting June 5, 2018 - DRAFT Minutes*
- *Special Council Meeting June 11, 2018 - DRAFT Minutes*
- *Special Council Meeting June 19, 2018 at 4p.m. - DRAFT Minutes*
- *Special Council Meeting Zoning By-law Hearing June 19, 2018 - DRAFT Minutes*
- *Committee of the Whole Meeting June 19, 2018 - DRAFT Minutes*
- *Regular Council Meeting June 28, 2018 - DRAFT Minutes*

Moved to motions of Urgent items.

BUSINESS ARISING FROM THE MINUTES

None.

STAFF REPORTS

- *Memo 2018-M-035 - Official Plan Review Process Update*

This item is added to the agenda as an item to be considered separately from the consent agenda.

COUNCIL COMMITTEE REPORTS

None.

ANNOUNCEMENTS AND VERBAL REPORTS FROM MAYOR AND COUNCILLORS

- Councillor Koski gave a verbal report regarding the forest fire situation and thanked staff for continued work on this matter.
- Mayor L. Hunter gave a verbal report on the Ministry of Natural Resources and Forestry (MNRF) Information session held on July 17, 2018 and reported the session was very successful and thanked staff and all agencies for their efforts.
- C. Davidson provided a verbal report on ensuring processes for vote by mail is completed; the annual energy report was completed; the 2017 Audit hasn't been completed; staffing changes may be required, as we enter a lame duck process; an accompanying by-law will be

provided at the next regular council meeting; and focus was put on getting caught up on payments .

- L. Hunter provided a verbal report on the Canada Day events and thanked the Ad-Hoc Committee and staff for a wonderful job.

CORRESPONDENCE

- *11617 - Clearwater Planning Request for Refund on Variance Application fee 295 Fox Run*
This item is added to the agenda as an item to be considered separately from the consent agenda.
- *11623 - Correspondence from Pauline Lockhart dated June 25 2018 regarding old OPP station.*
This item is for information.
- *11630 - Correspondence from Temagami First Nation dated July 3 2018 regarding TFN Capital Project Update*
For information.
- *Code of Conduct complaint received June 28, 2018*
This item is added to the agenda as an item to be considered separately from the consent agenda.
- *11636A - Correspondence from John Hodgson dated June 11 re Request for the 1992 Financial Audit Report*
This item is to be placed on the consent agenda with a proposed motion this matter be handled by staff.
- *11631 - Correspondence from York University dated July 5 2018 regarding Professor Fox research study on patients and families*
This item is to be placed on the consent agenda with a proposed motion that copies of the correspondence be sent to local community groups.
- *11633 - Correspondence from Literacy Council of South Temiskaming dated July 5 2018 regarding Donation Request*
This item is to be placed on the consent agenda with a proposed motion that Council authorize a donation in the amount of \$100.00 in support of their efforts.
- *11629 - Correspondence from TLA dated July 1 2018 regarding an invitation to the Annual General Meeting*
This item is to be received for information.
- *11638 - Correspondence from Temagami First Nation dated June 11 re Postponement of the Annual Traditional POW WOW*
This item is to be received for information.
- *11634 - Correspondence from John Shymko dated July 5 regarding article from Temiskaming Speaker. Pdf*
This item is to be received for information.

- *11635 - Correspondence from TransCanada received July 11 regarding a Community Information Package*
This item is to be received for information.
- *11624 - Correspondence from Amber McDonald dated June 25 re Bill 16- Municipal Authority Over Landfill Sites*
This item is to be received for information.
- *11627 - Correspondence from North Bay Regional Health Centre regarding Annual Report 2017-18*
This item is to be received for information.

BY-LAWS

- *By-Law 18-1406 - Being a by-law to establish 2018 Tax Ratios*
- *By-Law 18-1407 - To adopt the estimates of all sums for 2018 (budget)*
- *By-Law - 18-1408 - To strike rates of taxation and authorize tax installments for 2018*

C. Davidson spoke the three by-laws noted above and that these by-laws have been moved to “Motions on Urgent Items”.

B. Lowery spoke to the Special Council meeting held on July 9th regarding the 2018 budget.

Council directed staff to have the area rates by-law be prepared for the next Council meeting.

APPROVED MINUTES OF COMMITTEE MEETINGS

None.

UNFINISHED BUSINESS

None.

NEW BUSINESS

None.

RETURN TO SPECIAL COUNCIL MEETING (Optional)

18-294

MOVED BY: R. Prefasi

SECONDED BY: D. O'Mara

BE IT RESOLVED THAT this meeting return to regular session at 8:26 p.m.

CARRIED

NOTICES OF MOTION

MOTIONS ON URGENT * ITEMS

(*Items on this agenda that need to be dealt with prior to the next regular council meeting)

18-295

MOVED BY: C. Lowery

SECONDED BY: J. Harding

BE IT RESOLVED THAT correspondence items numbered: 11.2, 11.3, 11.5 to 11.13 inclusive on this agenda be received by Council for information and be noted, filed, and recorded in the

minutes of this meeting; AND FURTHER THAT the minutes of the Advisory Committees and Local Boards that have been submitted for Council's consideration be received and listed in the minutes of this meeting.

CARRIED

By-Law 18-14-06 - Being a by-law to establish tax ratios for the year 2018

18-296

MOVED BY: R. Prefasi

SECONDED BY: B. Koski

BE IT RESOLVED THAT By-law number 18-1406, being a bylaw to establish tax ratios for the year 2018 be taken as read a first, second and third time and finally passed this 17th day of July 2018; AND FURTHER THAT the said by-law be signed by the Mayor and Clerk and recorded in the by-law book.

CARRIED

By-Law 18-1407 - To adopt the estimates of all sums for 2018 (budget)

18-297

MOVED BY: R. Prefasi

SECONDED BY: B. Koski

BE IT RESOLVED THAT By-law number 18-1407, being a bylaw to adopt the estimates of all sums for 2018 (budget) be taken as read a first, second and third time and finally passed this 17th day of July 2018; AND FURTHER THAT the said by-law be signed by the Mayor and Clerk and recorded in the by-law book.

CARRIED

By-Law 18-1408 - To strike rates of taxation and authorize tax installments for 2018

18-298

MOVED BY: R. Prefasi

SECONDED BY: D. Burrows

BE IT RESOLVED THAT By-law number 18-1408, being a bylaw to strike rates of taxation and authorize tax installments for 2018 be taken as read a first, second and third time and finally passed this 17th day of July 2018; AND FURTHER THAT the said by-law be signed by the Mayor and Clerk and recorded in the by-law book.

CARRIED

ADJOURNMENT

18-299

MOVED BY: C. Lowery

SECONDED BY: J. Harding

BE IT RESOLVED THAT this meeting adjourn at 8:30 p.m.

CARRIED

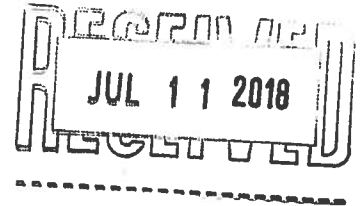
Mayor

Clerk

116 36A

Tammy Lepage

From: Tammy Lepage
Sent: July 12, 2018 4:56 PM
To: Tammy Lepage
Subject: FW: Please see letter
Attachments: Letter to Mayor and Council.pages; ATT00001.htm



From: John <johnh07@ontera.net>
Date: July 11, 2018 at 10:56:18 AM EDT
To: <mayor@temagami.ca>
Subject: Please see letter

Hello Mayor Hunter,

I am asking for some archival information. I know you are short staffed. A short call to Kemp's Office would get it done, for a cost likely...

I would assume that this letter will make it to correspondence on the next Council agenda...

I am on a Mac so if you cannot open the attachment let me know.

File ☒ Incoming ☐ Other
Mayor ☒
Council ☐ I ☒ A
CAO ☒
Building ☐
Finance ☐ S ☐ C
Ec Dev ☐ S ☐ C
Parks & Rec ☐ S ☐ C
Planning ☐ S ☐ C
Public Wks ☐ S ☐ C
PPP ☐
Social Services ☐
☐ _____
☐ _____

July 11, 2018

Mayor Lori Hunter,

I am making a formal request for a copy of the 1992 Financial Audit Report. I understand that your staff compliment (particularly senior financial staff) has been decimated since the recent by-election, so what I'm looking for, in particular, is the Management Letter that showed that the Auditors could not deliver an Audit for the last year of that term. Also, a copy of the public document that shows the remuneration and expenses for Reeve and Council for that year.

It is past due for the 2018 budget to be delivered by the Chair of the Finance Committee. Please provide me with the Chair's name and the names of the members of public for that Committee, as I am interested in knowing how much of our Reserves has been depleted since the by-election.

I am hoping that as a member of the public, I will be given an opportunity to see and comment on the proposed budget prior to its passing. And in closing, it will be appreciated that I receive this information prior to nomination day later this month.

John Hodgson
Ratepayer

11631

From: Ellen Withers <withersellen@Dal.Ca>
Sent: Thursday, July 5, 2018 11:42 AM
To: Roxanne St. Germain
Cc: jibutler@yorku.ca
Subject: Please Post and Circulate: Call for Participants for Research Study on Transitional Care in Rural Ontario
Attachments: Rural TC Lay Abstract.docx.pdf; MOH Advertisement For Flyer & Newspaper_Patients & Families 30 01 2018.pdf

JUL 05 2018

Hello,

I am writing on behalf of Professor Mary Fox, Associate Professor at York University. Dr. Fox is leading a research project on the care that patients and their families in rural Ontario receive in hospital and when they come home after a hospital stay. The project team includes researchers (e.g. at York University, Ryerson University, and Trent University) and home care and hospital administrators and clinicians (e.g. nurses, doctors).

We are looking for patients and family caregivers to participate in our study. Can you please post the attached flyer and short summary of the research on any bulletin boards, websites, or social media that you have where the community might access them, and forward to any individuals or groups you think may be interested in participating? Any help you can provide in raising awareness of the project would be most appreciated.

If you have any questions about the study, please contact Dr. Jeffrey Butler, the project manager, via email at jibutler@yorku.ca or by phone at 647-951-2055.

Kind regards,

Ellen Withers
Research Assistant
School of Nursing, Faculty of Health

File ☒ Incoming ☐ Other
Mayor ☒
Council ☒ I ☐ A
CAO ☐
Building ☐
Finance ☐ S ☐ C
Ec Dev ☐ S ☐ C
Parks & Rec ☐ S ☐ C
Planning ☐ S ☐ C
Public Wks ☐ S ☐ C
PPP ☐
Social Services ☒
☐ FAMILY
☐ _____

MEDICAL TEAM

Title. Adapting hospital-to-home transitional care interventions to the Ontario rural healthcare context

Project Lead. Mary Fox, Associate Professor, York University

Lay abstract.

When hospital discharges are poorly planned, patients may not know how to manage their post-discharge care. They may need to visit the emergency room or be readmitted to the hospital. Hospital-to-home Transitional Care (TC) is provided by Ontario nurses to help patients and their families manage care after a hospital stay, but patients in rural areas have more emergency room visits and hospital readmissions than patients in urban areas. These trends indicate problems in TC in rural areas. Because TC was designed and evaluated with patients in urban areas, it may not meet the needs of rural patients or their families.

The overall goal of this study is to improve TC in rural areas in Ontario.

This goal will be achieved by inviting patients from rural areas, their families, and nurses who provide TC to them, to tell us how to revise TC to better meet their post-discharge care management needs. This will result in more relevant and feasible TC for people living in rural areas. The expected impacts are better prepared patients and families for managing care after hospital discharge, fewer emergency room visits and hospital readmissions, and cost savings to Ontario's healthcare system.



PARTICIPANTS NEEDED FOR RESEARCH

ON: RETURNING HOME AFTER A HOSPITAL STAY

We are looking for volunteers to take part in a study about their experience with discharge from hospital to home.

Your voluntary participation in the study will involve 2 telephone interviews. Participants will receive up to \$75 in COMPENSATION for their time.

You may be eligible if you:

- i) Are 18 years of age or older
- ii) Live in a rural community in Ontario
- iii) Are being discharged from hospital or have been discharged from hospital in the past 30 days
- iv) Are caring for a family member who was discharged in the past 30 days

For more information about the study please contact:

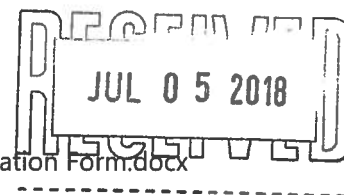
Jeffrey Butler at jibutler@yorku.ca or call 1-647-951-2055



Ministry of
Health and Long-Term Care



From: Susan Hughes <literacycst@gmail.com>
Sent: Thursday, July 5, 2018 10:47 PM
To: Roxanne St. Germain
Subject: Hilda Fowke Memorial Spelling Bee and Dinner
Attachments: 2018 - Event Sponsor Form.docx; 2018 - Silent Auction Donation Form.docx



To Whom It May Concern,

The Literacy Council of South Temiskaming is a community-based non-profit agency that provides upgrading and training to local adults. Only 52% of Canadians meet the minimum literacy and numeracy skills, far below what many countries consider necessary for successful participation in society. This leaves 48% of Canadians with limited skills and has a strong impact on Canada's ability to compete in a global market. We receive funding from the Ministry of Advanced Education and Skills Development; however, we must fundraise in order to provide classroom supplies, textbooks and equipment.

One of our most successful fundraising events is our annual Hilda Fowke Memorial Spelling Bee and Dinner, which will be held on **September 27, 2018**. This event also includes a silent auction and we are looking to the community for donations. Alternatively, you can become an event sponsor by completing the attached form. Last year, the generous donations from organizations like yours helped us to raise the money to purchase much-needed classroom materials and resources.

For more information, please contact the Literacy Council at (705) 647-4040 or email us at literacycst@gmail.com. We thank you for your time and support.

Sincerely,

Fundraising Committee

40 Paget Street North, Box 1558, New Liskeard, Ontario P0J 1P0 Tel: 705-647-4040 Fax: 705-647-4062

Email: literacycst@gmail.com Website: www.lcst.ca

This *Employment Ontario* program is funded by the Ministry of Advanced Education and Skills Development

File ☐ Incoming ☐ Other
 Mayor ☐
 Council ☐ I ☐ A
 CAO ☐
 Building ☐
 Finance ☐ S ☐ C
 Ec Dev ☐ S ☐ C
 Parks & Rec ☐ S ☐ C
 Planning ☐ S ☐ C
 Public Wks ☐ S ☐ C
 PPP ☐
 Social Services ☐
☐ _____
☐ _____



LITERACY COUNCIL OF SOUTH TEMISKAMING

If you want to learn, we want to help



Spelling Bee 2018

Hilda Fowke Memorial Spelling Bee & Dinner

September 27, 2018

Event Sponsorship

Helping to Grow Literacy in South Temiskaming



Flower Sponsor

\$1000

- Logo and name to appear on Bee program
- Special "thank you" notice on LCST website and Facebook
- Company may distribute pre-approved promotional items at the Bee
- Automatic entry of a team and 3 dinner tickets if participating in the Bee



Leaf Sponsor

\$500

- Logo and name to appear on Bee program
- Special "thank you" notice on LCST website and Facebook
- Automatic entry of a team and 3 dinner tickets if participating in the Bee



Stem Sponsor

\$250

- Logo and name to appear on Bee program
- Special "thank you" notice on LCST website and Facebook
- Automatic entry of a team if participating in the Bee



Seed Sponsor

\$100

- Logo and name to appear on Bee program
- Special "thank you" notice on LCST website and Facebook

Charity BN Registration # 13038 9372 RR 0001

40 Paget Street North, Box 1558, New Liskeard, Ontario P0J 1P0 Tel: 705-647-4040 Fax: 705-647-4062

Email: literacycst@gmail.com Website: www.lcst.ca

This Employment Ontario program is funded by the Ministry of Advanced Education and Skills
Development



LITERACY COUNCIL OF SOUTH TEMISKAMING

If you want to learn, we want to help



Spelling Bee 2018

Hilda Fowke Memorial Spelling Bee & Dinner

September 27, 2018

Silent Auction Registration Form

Yes! _____

(Company Name) will be a silent auction Sponsor.

Item(s) to be donated: _____

Retail Value: _____

Contact Name: _____

Address: _____

City: _____

Phone: _____

Email: _____

Please fax or email this form to
Literacy Council of South Temiskaming at
(705)-647-4062 or literacycst@gmail.com

40 Paget Street North, Box 1558, New Liskeard, Ontario P0J 1P0 Tel: 705-647-4040 Fax: 705-647-4062

Email: literacycst@gmail.com Website: www.lcst.ca

This Employment Ontario program is funded by the Ministry of Advanced Education and Skills
Development



Corporation of the Municipality of Temagami

Memo No.
2018-M-035

Memorandum to Council



Staff



Committee

Subject: Official Plan Update Process

Agenda Date: July 17, 2018

**Attachments for
Information:**

RECOMMENDATION

This memorandum is to recommend that Council consider the following motion:

BE IT RESOLVED THAT Council receive Memo 2018-M-035 regarding the Official Plan Update Process;

AND FURTHER THAT Council direct Staff to defer the issuance of a Request for Proposal for an appropriate planner and/or consultant (individual or firm) for the Official Plan update process until January.

INFORMATION

Previously, Council had issued a RFP in the hopes of engaging a consultant for the comprehensive review and update to the Official Plan. At the end of the process, the Municipality was not successful in moving this to the point of a contract.

Given the election period we are presently under, as well as the fact that establishing an RFP process at this point in the year would not result in having consultant lead public engagement during the summer period, Staff are recommending that this process be put on hold until after the election.

By issuing an RFP call in January, there should be sufficient time to engage a consultant, allow them to have a pre-consultation with the Province through the Ministry of Municipal Affairs and Housing and establish a robust schedule for public engagement during the summer of 2019.

Prepared by:

Reviewed and Approved for Council consideration by:

**Craig Davidson,
Treasurer/Administrator**

Name, Position

Name, Position



Corporation of the Municipality of Temagami

Memorandum to Council

Memo No.
2018-M-036

☒ Staff
☐ Committee

Subject: Goals for remainder of 2018

Agenda Date: July 26, 2018

Attachments:

RECOMMENDATION

This memorandum is:

☒ To be received for information

INFORMATION

As noted verbally at the Committee of the Whole meeting on July 17, 2018, apart from attempting to familiarize myself at a time when there was much commotion due to the fire situation, I started to complete reporting and administrative functions that had yet to be completed. Of note, the energy report that was due on July 1st and work required to ensure our vote by mail election process could continue was at the top of the list. Apart from Council and Committee of the Whole meetings preparation, working on signing authorities and other regulatory items necessary when a new Treasurer or Administrator assumes their duties were completed.

The nomination period for this fall's municipal election ends on July 27th. Working with Staff, I intend on leading the efforts to complete the process for ensuring our candidates are certified, ballots appropriately prepared, voter information is uploaded, and those working in election management and operation are appropriately trained.

As well, the 2017 financial audit has yet to be completed. There is still some work to get the working papers ready for the auditor as well as completion of the financial information return. This process will be given some priority as our financial institution and the Province use our audited financial statements and the Financial Information Return to rely on timely submission of these reports to continue credit facilities (if required) and flowing funding dollars.

There is much paperwork that has yet to be looked at and as this is completed, priorities may be adjusted as required by the different files. As well, as many Staff were covering different areas of operation while we were short (and continue to be) staffed, ensuring work assignments are appropriately allocated will be a little of a moving target. In essence, time is required to observe individual strengths and weaknesses to ensure staff have landed in the appropriate positions. As we near the end of this Council term, advertising for a Municipal Clerk will start so the process can end after the start of the new term when Council will once again be able to appoint officers of the corporation (assuming that we will be in a lame duck position as of 2:00pm on July 27th).

There are also some projects and typical day to day operations being worked on by Staff in all Departments. Ensuring our grant programs are operating effectively with reports being completed on time is vital to ensuring that in future funding opportunities we are looked on through a favourable lens.

Another larger project to be completed is the installation and training for the Vadim Software system. The expectation is that sometime between the last taxation installment due date and the end of the calendar year, the switch will be made to this new financial system. There is quite a bit of work to be done prior to

that, for example ensuring our chart of accounts is reflective of our current operations as well as capital asset detail etc. as well as ensuring we have the appropriate process in place to ensure that the integrity of our financial information is not compromised as this switch is made.

There are a few policies that are in need of updating, especially with the passage of Bill 68. Two examples of these are our Procedural By-Law and our Tax Billing and Collecting Policy, both which have experienced changes to their supporting legislation.

Once the collection policy has been updated, then re-establishing the process for the tax registration process will commence to ensure that we are not lagging in collecting the revenues we bill.

From a Staffing perspective, there are evaluations to be completed as well as, as mentioned above, work ensure we are best utilizing skills of those that are here. In some ways this could be considered as a mini internal organizational review.

In essence there is quite a bit of foundational work to be completed over the next few months while also ensuring Staff working on projects or in the day to day operations are supported and information is being presented in the appropriate forum to Council and/or its Committees.

Respectfully Submitted.

Prepared by:

Reviewed by:

Craig Davidson Treasurer/Administrator	
Name, Position	Name, Position



Corporation of the Municipality of Temagami

Memo No.
2018-M-038

Memorandum to Council



Staff



Committee

Subject: Staffing positions during lame duck period

Agenda Date: July 26, 2018

Attachments:

RECOMMENDATION

This memorandum is:



To be received for information

INFORMATION

It could be the case that at 2:00 pm on July 27th, Council may be in a 'lame duck' position. While there is a By-Law being presented for Council's consideration at this meeting to delegate certain powers to alleviate restrictions imposed by Section 275 of the Municipal Act 2001, as amended, the appointment of statutory officers of the corporation is one where, although included in the typical delegation by-law, would not be fully delegated as a By-Law for such appointment could not be presented for Council's consideration during a 'lame duck' period.

There are duties and responsibilities under the Municipal Act 2001, as amended as well as the Planning Act and the Municipal Elections Act, 1996, as amended, where statutory officers, especially a Clerk, is required for the Municipality to be able to appropriately function. To this end the following Statutory Officers are recommended:

Craig Davidson – Treasurer, Administrator, and Deputy Clerk

Tammy Lepage – Acting Clerk

Sandy Nadeau – Deputy Treasurer and Deputy Clerk

Sabrina Pandolfo – Deputy Clerk

By establishing these positions by passage of the by-law later in this meeting, Council can ensure that the municipality will be able to act in matters where statutory officers are required.

It is anticipated that a recruitment process will be initiated for the Clerk position as well as an internal organizational review to ensure we are appropriately utilizing skills of our workforce and as such it is expected that there could be further changes to statutory officers after the new Council term has begun in December.

Respectfully Submitted.

Prepared by:

Reviewed by:

Craig Davidson Treasurer/Administrator

Name, Position

Name, Position



Corporation of the Municipality of Temagami

Memo No.
2018-M-039

Memorandum to Council

☒ Staff

☐ Committee

Subject: Update on Funding application regarding Access to Industrial Lots

Agenda Date: July 26, 2018

Attachments:

- Plan 36R10857
- Quote from EXP. Services Inc. Regarding Boundary Stakeout Fee proposal

RECOMMENDATION

This memorandum is:

☒ To be received for information

INFORMATION

This Memo is being provided to Council as an item received for information. Council directed staff to submit an application for funding, to get a road put in for access to the two back lots at the Industrial Park. At this time, Access to these back lots at the Industrial Park are for recreational (ATV) vehicles only and isn't wide enough to be accessed by vehicles.

Staff was directed to get a quote (**attached**) from EXP. Services Inc .for a boundary stakeout on Part 12 (Municipality of Temagami road) on Plan 36R10857 (**attached**).

As an update to Council an application to FedNor was submitted June 21, 2018 we've received confirmation of receipt of the application; however no further updates at this time.

Prepared by:

Reviewed by:

Tammy Lepage, Planning Clerk

Name, Position

Craig Davidson Treasurer/Administrator

Name, Position



June 29, 2018

Email: planning@temagami.ca

Ms. Tammy Lepage, Planning Clerk
Municipality of Temagami
P.O. Box 220
7 Lakeshore Drive
Temagami, ON P0H 2H0

**Re: Boundary Stakeout - Fee Proposal – Rev.00
Part 12, Plan 36R-10857
Township of Strathy, Temagami, ON**

Dear Ms. Lepage:

Exp Services Inc. (**exp**) would like to thank you for giving us the opportunity to submit this proposal for the above referenced project.

As a service to our clients, EXP has entered into an agreement with Goodridge Goulet Planning & Surveying Ltd. (GGPS) to provide Ontario Land Surveyor professional oversight and supervision of all components of this project under their Certificate of Authorization issued by the Association of Ontario Land Surveyors. This project will be a joint effort between EXP and GGPS with local EXP staff conducting all day-to-day field surveys and calculations. To simplify your accounting, EXP will issue invoices associated with this project. Paul Goodridge, OLS, will be the supervising Surveyor and can be reached at (705) 493-1770 or paul.goodridge@ggpsltd.com.

BACKGROUND

We understand that you require a boundary stakeout for Part 12 on Plan 36R-10857, in the Township of Strathy, Township of Temagami, District of Nipissing.

PROJECT SCOPE

Based on the project's background, **EXP's** scope for this project will include the following:

1. Completing a records search at the Land Registry Office.
2. Mobilizing a survey crew complete with Base RTK GPS and Total Station to site to complete the following:
 - a. Boundary retracement.
 - b. Set wood stakes along the requested boundary.
 - c. Preparation of field notes.



3. Review and signoff by an Ontario Land Surveyor.

DELIVERABLES

The boundary described above will be staked out with wood stakes. All monuments found will be marked out with wood stakes, flagging and survey paint.

ASSUMPTIONS

It is assumed that the boundary can be re-established using the monuments found on Plan 36R-10857. If required monumentation is destroyed, additional fees may be required to complete additional fieldwork and calculations.

EXCLUSIONS

The following work is excluded from this fee proposal:

1. Preparation of a Legal Plan of Survey (ie. Reference Plan).
2. Topographic Survey.
3. Any work not identified in the Project Scope.

SCHEDULE

It is anticipated that fieldwork will begin within two to three weeks of signed Work Authorization.

PROFESSIONAL FEES

Our lump sum fee to complete the above scope of work will be **\$7,500.00+ HST**. Should additional services be required beyond those noted in the scope of work, additional fees will be charged on a time and expense basis according to the following rate schedule:

Manager	\$180/hr
Ontario Land Surveyor	\$140/hr
Two-Person Survey Crew	\$150/hr
Party Chief	\$100/hr
Computations/Drafting	\$80/hr
Title Searching	\$70/hr
Mileage	\$0.50/km
Monuments	\$20/monument
LRO Deposit Fees	\$70/plan
AOLS Submission Sticker	\$16/plan
Base+RTK GPS	\$150/day



FORM OF CONTRACT

Should you find this proposal satisfactory, kindly sign and return the attached Work Authorization as our instructions to proceed.

If you have any questions, please don't hesitate to call.

Yours truly,

EXP SERVICES INC.

Prepared by:

A handwritten signature in black ink, appearing to read "Sharon Griesse".

Sharon Griesse
Drafter

Reviewed by:

A handwritten signature in blue ink, appearing to read "Farzad Salehi".

Farzad Salehi, OLS, OLIP
EXP Geomatics Lead

Attach.

- Work Authorization
- Terms and Conditions



WORK AUTHORIZATION

Client Name: (“CLIENT”)	Municipality of Temagami		
Address:	P.O. Box 220, 7 Lakeshore Drive, Temagami, ON, P0H 2H0		
Contact:	Tammy Lepage		
Contact Email:	planning@temagami.ca	Client ID Number:	
Contact Phone:	1-705-569-3421 Ext. 210	Contact Fax:	1-705-569-2834
exp Services Inc. (“CONSULTANT”) is authorized to provide services at:			
Project Name:	NWL–Tammy Lepage – Boundary Stakeout-Rev00		
Project Location:	Temagami, ON		
The services to be performed are limited to: Survey Services as per Letter of June 29, 2018.			
Project Manager:	Farzad Salehi, OLS, OLIP		
Charges for the services: as per Letter of June 29, 2018 – Lump Sum Fee of \$7,500 + HST			
Please return one signed copy of this work authorization as confirmation of your requirement and as your authorization for exp to proceed.			
TERMS AND CONDITIONS Services to be provided in accordance with the Terms and Conditions and Estimate attached. CLIENT’S signature below indicates acceptance of the attached Terms and Conditions and Estimate.			
EXP Services Inc.		Municipality of Temagami	
<i>Signature:</i> _____ <p style="text-align: center;">Farzad Salehi – OLS, OLIP</p> <i>Project No.:</i> <i>Date:</i>		<i>Signature:</i> _____ <i>Print Name:</i> _____ <i>Project No.:</i> <i>Date:</i>	

The CLIENT acknowledges and agrees that **exp** may, at its sole discretion, hold back issuance of final reports or other deliverables until payment of all past due amounts has been received.

1. **AUTHORIZATION TO PROCEED.** The signing of the Work Authorization form attached to these Terms and Conditions, which together with CONSULTANT's proposal shall collectively be referred to as the Agreement, will serve as written authorization for CONSULTANT to proceed with the services called for in this Agreement.
2. **EXTENT OF AGREEMENT.** This Agreement, including attachments incorporated herein by reference, represents the entire agreement between CONSULTANT and CLIENT and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be altered only by written instrument signed by authorized representatives of both CLIENT and CONSULTANT.
3. **CHANGES.** Work beyond the scope of Services or redoing any part of the Services through no fault of CONSULTANT, shall constitute extra work and shall be paid for on a time and material basis in addition to any other payment provided for in this Agreement. In the event, CONSULTANT's work is interrupted due to delays other than delays caused by CONSULTANT, CONSULTANT shall be compensated based on CONSULTANT's current Fee Schedule for the additional labour or other charges associated with maintaining its work force for CLIENT's benefit during the delay, or at the option of the CLIENT, for charges incurred by CONSULTANT for demobilization and subsequent remobilization. If, during the course of performance of this agreement, conditions or circumstances are discovered which were not contemplated by CONSULTANT at the commencement of this Agreement, CONSULTANT shall notify CLIENT in writing of the newly discovered conditions or circumstances and the impact on the Agreement. CLIENT and CONSULTANT agree to negotiate in good faith any changes to the price, terms and conditions, or schedule of this Agreement. Written notice of changes will be provided by CONSULTANT to the CLIENT by Change Order for the CLIENT's approval.
4. **PAYMENT.** CONSULTANT shall invoice CLIENT periodically for the services performed under this Agreement, including laboratory services, if required. Compensation for such services shall be in accordance with CONSULTANT's current Fee Schedule or the terms of the proposal, which do not include applicable taxes. CLIENT shall pay invoices upon receipt. Invoices not paid within thirty (30) days of the invoice date shall be subject to a late payment charge of 1.5% per month (18% per year) from the date of billing until paid. The invoice amounts shall be presumed to be correct unless CLIENT notifies CONSULTANT in writing within fourteen (14) days of receipt. Progress billings, when paid, represent acceptance by CLIENT of the invoiced services performed by CONSULTANT. The CLIENT agrees to pay legal fees and costs necessary to collect on past due accounts. If CLIENT fails to pay an invoice when due, CONSULTANT may suspend all services until such invoice is paid in full.
5. **PERMITS, UTILITIES AND ACCESS.** Unless otherwise provided, the CLIENT shall apply for and obtain all required permits and licenses. The CLIENT warrants that it has made all necessary arrangements for right to entry to provide CONSULTANT access to the site for all equipment and personnel at no charge to CONSULTANT. The CLIENT shall also provide CONSULTANT with the location of all underground utilities and structures in the vicinity of the work area, unless otherwise agreed in writing. While CONSULTANT will take all reasonable precautions to minimize any damage to the property, the CLIENT agrees to hold CONSULTANT harmless for any damages to any underground subsurface structures or any damage required for right of entry.
6. **COST ESTIMATES.** If CONSULTANT provides an estimate of probable costs or a budget for the Work that is developed by CONSULTANT during the performance of the Scope of Services, the CLIENT hereby acknowledges that neither CONSULTANT nor CLIENT has control over other professional fees, land development, or other costs related to the entire Project. Therefore CONSULTANT does not warrant or represent the Project costs will not vary from the Project Budget. Neither CONSULTANT nor the CLIENT has control over the cost of labour, materials or equipment, over the contractor's methods of determining bid prices, or over competitive bidding, market, or negotiating conditions. CONSULTANT therefore does not warrant or represent that bids or negotiated prices will not vary from the estimate of probable construction cost.
7. **DISPUTES.** Any dispute arising under this Agreement shall first be resolved by taking the following steps. A successive step shall be taken if the issue is not resolved at the preceding step: 1) by the technical and contractual personnel for each Party, 2) by executive management of each Party, 3) by mediation, 4) by arbitration if both Parties agree or 5) through the court system in the Province of Ontario.
8. **STANDARD OF CARE.** CONSULTANT shall perform its services in a manner consistent with the standard of care and skill ordinarily exercised by members of the profession practicing under similar conditions in the geographic vicinity and at the time the services are performed. This Agreement neither makes nor intends a warranty or guarantee, express or implied.
9. **INDEMNITY.** Notwithstanding any other provision of this Agreement, the CLIENT agrees to indemnify, defend and hold harmless CONSULTANT, its officers, directors, employees and subconsultants (collectively "CONSULTANT") against all damages, liabilities or costs including reasonable legal fees and defense costs arising out of or in any way connected with this Project or the performance of the services under this Agreement, excepting those damages, liabilities or costs attributable to the negligent acts or omissions by CONSULTANT.

10. **LIMITATION OF LIABILITY.** Notwithstanding any other provision of this Agreement, the total liability of CONSULTANT, its officers, directors and employees, to the CLIENT and anyone claiming by or through the CLIENT, for any and all claims, losses, costs or damages from any cause in any way related to the project or the Agreement, shall not exceed the fees paid to the CONSULTANT. CONSULTANT shall not be liable for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or this Agreement. CLIENT and CONSULTANT agree that any legal actions arising directly or indirectly from this Agreement and/or CONSULTANT's performance of the Services shall be filed no later than two years from the date the Services have been performed.
11. **RESPONSIBILITY.** CONSULTANT is not responsible for the completion or quality of work that is dependent upon information provided by or services performed by the CLIENT or third parties not under the direct control of CONSULTANT. CONSULTANT is not responsible for the acts or omissions or for any damages resulting from the actions of such parties. CONSULTANT does not assert control or assume responsibility for a Contractor not retained directly by CONSULTANT or over a CLIENT's employees, work site, work methods or property.
12. **OWNERSHIP AND CONFIDENTIALITY.** Unless otherwise agreed to by the parties in writing, all documents (including reports, drawings and specifications, and electronic or digital copies) required to be prepared by or on behalf of CONSULTANT in connection with the Services will become the property of the CLIENT upon full and final payment of the Compensation. The copyright and all intellectual property in the documents and designs shall be retained by CONSULTANT. CONSULTANT hereby grants to CLIENT a non-exclusive right and royalty-free license to use, disclose and reproduce the documents solely for the purpose of the project. CLIENT will not distribute or convey CONSULTANT's reports or recommendations to any person or organization other than those identified in the project description without CONSULTANT's written authorization. CLIENT releases CONSULTANT from liability and agrees to defend, indemnify, protect and hold harmless CONSULTANT from any and all claims, liability, damages or expenses arising, in whole or in part, from unauthorized use. Information provided by either party with respect to the project's design, supplies, management, costs, description or other pertinent information are confidential. The parties agree not to disclose such information to third parties unless necessary to the project's execution or already a matter of public knowledge.
13. **FIELD REPRESENTATION.** The presence of CONSULTANT's or its subcontractors' field personnel, may be required for the purpose of providing project administration, assessment, observation and/or field testing. Should a contractor(s) not retained by CONSULTANT be involved in the project, CLIENT will advise such contractor(s) that CONSULTANT's services do not include supervision or direction of the means, methods or actual work of the contractor(s), its employees or agents. CLIENT will also inform contractor that the presence of CONSULTANT's field representative for project administration, assessment, observation or testing, will not relieve the Contractor of its responsibilities for performing the work in accordance with applicable regulations, or in accordance with project plans and specifications. If a contractor is involved on the project, CLIENT agrees CONSULTANT shall not be responsible for working conditions on the job site including the safety and security of persons or property.
14. **ENVIRONMENTAL CONDITIONS.** CLIENT shall have responsibility and liability for the environmental conditions on the site. Without limiting the generality of the foregoing, CONSULTANT shall have no liability to the CLIENT or any third party for Mould Related Claims, contaminants, or any other hazardous, dangerous or toxic substance. For the purposes of this section, Mould Related Claims means any claim arising out of or resulting from the actual, alleged or threatened existence, effects, ingestion, inhalation, abatement, testing, monitoring, remediation, enclosure, decontamination, repair, removal or the actual or alleged failure to detect Mould, Mildew or other Fungus in any form. Mould, Mildew, or other Fungus means any plant-like group that does not produce chlorophyll and derives food either by decomposing organic matter from dead plants and animals or by parasitic attachment to living organisms or any substance specifically or commonly referred to as mould, mildew, or fungus, and includes any and all mycotoxins, spores, scents, or other byproducts that are produced by the above-described groups or substances. CLIENT shall be responsible for and promptly pay for the removal and lawful disposal of Mould, Mildew, or other Fungus, contaminants, hazardous materials, asbestos, samples and cuttings unless otherwise agreed in writing. The discovery of such conditions on the site shall result in the issuance of a Change Order to the extent that the services of CONSULTANT are impacted.
15. **TERMINATION.** This Agreement may be terminated by either party upon ten (10) days written notice to the other. In the event of termination, CLIENT shall pay for all charges for work performed and demobilization by CONSULTANT. The limitation of liability and indemnity obligations of this Agreement shall be binding notwithstanding any termination of this Agreement.
16. **SOLICITATION.** Neither Party will, directly or indirectly, for a period of two years from the expiration date of this Agreement, solicit for employment or any other engagement the services of any person who is now employed by the other Party or any affiliate, except in the course of general recruitment efforts.
17. **ASSIGNMENT.** Neither CLIENT nor CONSULTANT shall assign its interest in this Agreement without the written consent of the other.
18. **GOVERNING LAW.** This Agreement is governed by the laws of the Province of Ontario.



Corporation of the Municipality of Temagami

Memorandum to Council

Memo No.
2018-M-041

☒ Staff
☐ Committee

Subject: Restricted Acts

Agenda Date: July 26, 2018

Attachments:

RECOMMENDATION

This memorandum is:

☒ To be received for information

INFORMATION

It could be the case that at 2:00 pm on July 27th, Council may be in a 'lame duck' position. Section 275 of the Municipal Act 2001, as amended, restricts certain acts while Council is in this position.

To determine whether the section outlining restricted acts applies there are two tests. The first is on Nomination Day or July 27th for the 2018 election. If it is not possible to have 75% of the present Members of Council be on the new Council, or in our case 6 Members, then Section 275 applies. The second test is after the results of the election are known and less than 75% of the present Members have been reelected and/or acclaimed.

Council may, prior to Nomination Day, delegate responsibility until the new Council has taken their Oath of Office at the Inaugural Meeting. This delegation would only become effective in a period of restricted acts and any actions taken as a result of this delegation would be reported to Council for ratification at the first business meeting of the new term. All legislation and policies that presently guide decision making would still exist during the period of delegation.

Respectfully Submitted.

Prepared by:

Reviewed by:

Craig Davidson Treasurer/Administrator	
Name, Position	Name, Position



Corporation of the Municipality of Temagami

Memorandum to Council

Memo No.
2018-M-042

☒ **Staff**
☐ **Committee**

Subject: AMO Conference

Agenda Date: July 26, 2018

Attachments:

RECOMMENDATION

That should the local DSSAB be successful in arranging meetings with Provincial Ministers that are of a concern to the Municipality of Temagami that the Mayor and Treasurer/Administrator are requested to attend.

INFORMATION

The annual conference for the Association of Municipalities of Ontario (AMO) is being held in Ottawa from August 19th to the 22nd. Councillor Lowery is attending on behalf of the DSAB. As part of the preparations for the conference, there have been delegation requests made by the DSAB, most notably as related to Supportive Housing initiatives.

Should delegation requests be approved, having the Mayor and the Treasurer/Administrator at these meetings would be beneficial to the Municipality.

Prepared by:

Reviewed by:

Craig Davidson, Treasurer/Administrator

Name, Position

Name, Position



Corporation of the Municipality of Temagami

Report No.
2018-020

Memorandum to Council

☒ **Staff**

☐ **Committee**

Subject: Encroachments and Lot Line Variations regarding 12 Parkwood Lane

Agenda Date: July 26, 2018

Attachments:

- DRAFT Encroachment Agreement
- Lots 186 to 193 on Registered Plan M-66
- Resolution No. 14-088 & Report No. 2014-021

RECOMMENDATION

WHEREAS the Municipality of Temagami in 2014 received a request regarding the encroachments on 12 Parkwood Lane; AND WHEREAS the Municipality road encroaches on the property owner's driveway and the applicants garage encroaches on to municipal property; AND WHEREAS the Municipality of Temagami directed staff on February 20, 2014 to prepare and draft encroachment agreement for Council's consideration; AND WHEREAS an encroachment agreement will permit the structures to remain until the structures are demolished or otherwise removed; AND WHEREAS the proponent shall cover all legal costs associated with the encroachment agreement unless Council deems otherwise; NOW THEREFORE BE IT RESOLVED THAT Council receive report No. 2018-020; AND FURTHER THAT Council direct staff to execute and finalize the agreement with the proponent.

BACKGROUND

This report is being brought forward to Council as previous direction was given to staff to bring information regarding encroachments and what that means when a structure (retaining walls, garages or houses etc.) that are not built entirely on privately owned land.

The Municipality has had numerous Municipal Planners over the course of seven years. Wayne Koethe (previous Municipal Planner) provided to Council Report No. 2014-021 (**attached**), which outlined recommendations of possible solutions for encroachments within the Municipality. Another issue with encroachments is that often Municipal roads also encroach onto private lands, especially with "Forced Roads".

If Council deems it desirable as this issue has been outstanding for more than four years, Council may wish for the proponent, to cover all cost, such as legal associated with the agreement. As Mr. Koethe's reports mentions that one option is to use an encroachment agreement that is a registerable document on title of the property.

For Council's information Kemp Pirie was consulted in 2014 regarding drafting an encroachment agreement and the attached agreement was drafted in conjunction with comments and suggestions received by our legal representation.

Prepared and Submitted by:	Reviewed by:
Tammy Lepage, Planning Clerk	Craig Davidson, Treasurer/Administrator
Name and Position	Name and Position

Agreement between
The Corporation of the Municipality of Temagami
and
Owner
for the subject lands (Property Location)

FORM OF AGREEMENT

THIS AGREEMENT made in duplicate this ____ day of _____, 2018.

B E T W E E N: CORPORATION OF THE MUNICIPALITY OF TEMAGAMI

A N D:

(hereinafter called “the Owner”)

W I T N E S S E T H:

THAT the Owner and the Contractor shall undertake and agree as follows:

RECITALS

- a) The Owner is the registered and beneficial owner of _____ **ADDRESS and LEGAL DESCRIPTION** _____ (hereinafter called the “Property”);
- b) The Owner has made certain improvements to the Property, including the construction of a _____ **STRUCTURE DESCRIPTION** _____ and a _____ **STRUCTURE DESCRIPTION** _____ (collectively the “Subject Improvements”) which encroach upon the road allowances for _____ and _____, the abutting dedicated municipal roads;
- c) The Municipality is prepared to permit the Subject Improvements to continue to encroach upon the dedicated roads. A sketch illustrating the Subject Improvements are hereto attached as Appendix “A” to this Encroachment Agreement.

TERMS AND CONDITIONS

- 1 The Owner acknowledges that for the duration of time that the Subject Improvements continue to encroach upon the dedicated municipal road, the Municipality shall be entitled to an annual encroachment fee of \$____ as per By-law _____, as amended, being a bylaw to _____. Said encroachment fee shall be added to the Owner’s annual payments in lieu of realty taxes to the Municipality in respect of the Property as contemplated under the Municipal Grants Act;
- 2 In the event the Municipality delivers written notice to the Owner that the Municipality requires for municipal work purposes any portion of the dedicated municipal road which is affected by the Subject Improvements, the Owner shall, at its sole cost and expense either reconfigure, or relocate the Subject Improvements in a manner-acceptable to the Municipality, acting reasonably, or in the alternative, remove the Subject Improvements therefrom;
- 3 The Owner shall be responsible for the maintenance and repair of the Subject Improvements and all related expenses;

APPENDIX “A”
to this Encroachment Agreement

ILLUSTRATION OF ENCROACHMENT

DRAFT



Corporation of the Municipality of Temagami

Report No.
2014-021

File No.
N/A

Subject:	Encroachments and Lot Line Variations
Agenda Date:	February 20, 2014
Attachments:	n/a

RECOMMENDATION

1. THAT Council receive the report No. 2014-021 regarding Encroachments and Lot Line Variations;
2. WHEREAS non-Municipal structures may be located on Municipal right-of-ways;

AND WHEREAS proponents may approach the Municipality requesting to allow subject structures to remain;

AND WHEREAS Council may consider allowing subject structures to remain through the use of an encroachment agreement;

NOW THEREFORE BE IT RESOLVED THAT an encroachment agreement registered on title to the encroaching property shall be the mechanism employed to allow subject structures to remain until subject structures are demolished or otherwise removed;

AND FURTHER THAT proponents shall cover all legal costs associated with the encroachment agreement unless Council determines otherwise;

AND FURTHER THAT the sale of land to proponents may be employed as an alternative mechanism provided the proponent provides a rationale for the deviation to the satisfaction of Council;

AND FURTHER THAT Council direct staff to bring a draft encroachment agreement to Council for approval;

AND FURTHER THAT Council direct staff to draft a policy regarding this matter for Council's consideration;

AND FURTHER THAT each request will be considered on a case-by-case basis until a policy is approved regarding this matter.

BACKGROUND

This report is being brought to Council as direction was given to staff to bring information to Council for consideration regarding lot line variations that are historical in nature (CAO status report). This report discusses structures (i.e retaining walls, or houses) not built entirely on privately owned land which are encroaching on municipal road right-of-ways.

This report outlines the Municipality's options when a proponent approaches the Municipality seeking to 'legalize' a structure that is partially, or fully, on a municipal right-of-way. A proponent may seek to 'legalize' a structure for many reasons - including obtaining a mortgage, or for the transfer of land.

Another related issue is Municipal roads encroaching on private land. This is not discussed in this report. Also, privately owned structures encroaching on other persons privately owned land is not being considered in this report as this may be resolved through the consent (lot addition) process. Further, privately owned structures encroaching on Municipal patent land (i.e a vacant municipal lot) is not being considered in this report as this may be resolved through the sale of land process.

ANALYSIS

Options:

This report identifies two options for consideration:

1) One option is to use an encroachment agreement registered on title to the encroaching property. The Municipality would have to pass a by-law first to allow it to enter into the agreement. The encroachment agreement would allow the structure to remain until it is demolished or otherwise removed. At a later date, if the structure is demolished, or removed, any replacement structure would need to be re-built correctly on the proponents land.

It is recommended that the proponent cover all costs, such as legal, associated with the agreement.

The encroachment agreement would include a clause that the subject structures may be required to be reconfigured, relocated, or alternatively removed by the owner for municipal work purposes. The encroachment agreement would also include a clause stating that the Municipality is indemnified from all costs arising from the existence of the subject encroaching structure on Municipal land. If this is Council's desired option, having a lawyer prepare the agreement is recommended. A draft agreement can be prepared for Council approval.

If this is Council's desired option the following resolution is recommended:

WHEREAS non-Municipal structures may be located on Municipal right-of-ways;

AND WHEREAS proponents may approach the Municipality requesting to allow subject structures to remain;

AND WHEREAS Council may consider allowing subject structures to remain through the use of an encroachment agreement;

NOW THEREFORE BE IT RESOLVED THAT an encroachment agreement registered on title to the encroaching property shall be the mechanism employed to allow subject structures to remain until subject structures are demolished or otherwise removed;

AND FURTHER THAT proponents shall cover all legal costs associated with the encroachment agreement unless Council determines otherwise;

AND FURTHER THAT the sale of land to proponents may be employed as an alternative mechanism provided the proponent provides a rationale for the deviation to the satisfaction of Council;

AND FURTHER THAT Council direct staff to bring a draft encroachment agreement to Council for approval;

AND FURTHER THAT Council direct staff to draft a policy regarding this matter for Council's consideration;

AND FURTHER THAT each request will be considered on a case-by-case basis until a policy is approved regarding this matter.

Based on the above direction, staff can prepare a policy by-law to formalize the process – which would be brought back to Council for consideration.

This option provides some flexibility stating that 'the sale of land to proponents may be employed as an alternative mechanism provided the proponent provides a rationale for the deviation to the satisfaction of Council'.

2) Another option is that the Municipality may sell the land to the proponent. In this case, the proponent would make an offer to purchase; the land would be surveyed, and disposed of in the manner required by Municipal policy – including public notice requirements. A road closure by-law would be needed for structures located on Municipal right-of-ways prior to the land being disposed of. A deeming by-law may also be required on case-by-case basis.

With this option, even if the structure is demolished or otherwise removed, the proponent retains the land.

For discussion purposes, the road allowances in Temagami North (Plan M383, M393 and 36R9753) and the Village of Temagami (Plan M66 and M269) are a standard width of 66 feet (20 meters). The Municipality's Official Plan (OP) is the document guiding municipal planning policies at the municipal level. Section 2.12.2 discusses a standard width of 20 metres for municipal road allowances. Similarly, Section 2.12.3 discusses a minimum right of way of 20 metres for roads. It is not recommended that roadways be reduced in size. It is recommended that the Municipality retain a minimum right-of-way of 20 meters. Similarly, it is not recommended that municipal laneways be reduced in size.

It is recommended that the proponent cover all costs, such as appraisal, survey, by-law, notice, and legal, associated with the sale of land.

This option has not been recommended. If this is Council's desired option the following resolution is suggested:

WHEREAS non-Municipal structures may be located on Municipal right-of-ways;

AND WHEREAS proponents may approach the Municipality requesting to allow subject structures to remain;

AND WHEREAS Council may consider allowing subject structures to remain through the use of the offer of purchase and sale of land process;

NOW THEREFORE BE IT RESOLVED THAT the offer of purchase and sale of land process in accordance with Municipal policies and by-laws shall be the mechanism employed to allow subject structures to remain;

AND FURTHER THAT an encroachment agreement registered on title to the encroaching property may be employed as an alternative mechanism provided the proponent provides a rationale for the deviation to the satisfaction of Council;

AND FURTHER THAT each request will be considered on a case-by-case basis when Council considers accepting the offer to purchase.

Further Consideration:

Regardless of the option selected, each request will be considered by Council on their own merit as requests arise. Each scenario will be unique.

If the first option, regarding encroachment agreements, is chosen, Council would consider the merits of a request when Council considers passing a by-law to allow the Municipality to enter into an agreement. If the second option, regarding the sale of land, is chosen, Council would consider the merits of a request when Council considers accepting the offer to purchase.

It should be noted that, in response to any request, Council may direct that the Municipal lawyer take the necessary action for the Municipality to require the proponent to remove the structure.

Conclusion of Analysis:

This report discussed structures (i.e retaining walls, or houses) not built entirely on privately owned land which are encroaching on municipal road right-of-ways. A proponent may approach the Municipality seeking to 'legalize' such a structure. Council may consider allowing subject structures to remain through the use of an encroachment agreement, or through the use of the offer of purchase and sale of land process.

It is recommended that an encroachment agreement registered on title to the encroaching property shall be the mechanism employed to allow subject structures to remain until subject structures are demolished or otherwise removed. This option allows for flexibility as the sale of land to proponents may be employed as an alternative mechanism provided the proponent provides a rationale for the deviation to the satisfaction of Council. It is also recommended that staff draft a policy by-law to formalize the process which would be brought back for Council approval.

Regardless of the option selected, each request will be considered by Council on its own merit as requests arise.

FINANCIAL/STAFFING IMPLICATIONS

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

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

Financial implications were considered in the analysis section of this report. It is recommended that the proponent cover all costs, such as legal, associated with an encroachment agreement.

No staffing implications were considered during the preparation of this report.

ALTERNATIVES

Alternatives as discussed in the analysis section of this report.

**Prepared and
Submitted by:**

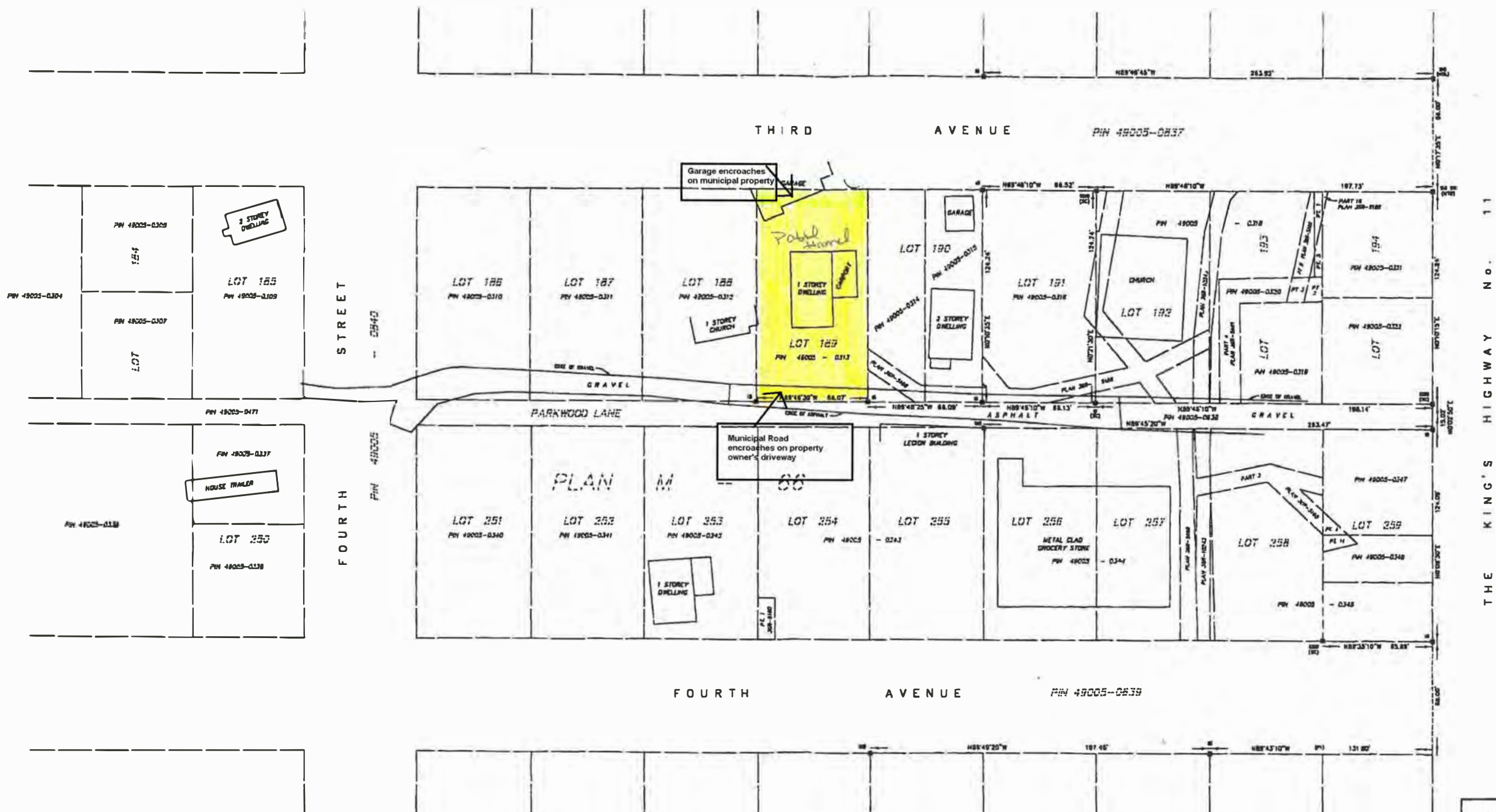
W. Koethe

Wayne Koethe
Municipal Planner

**Reviewed and Accepted for
Council Consideration by:**

Patrick Cormier
CAO

SKETCH SHOWING
LOCATION OF TRAVELLED ROAD
LOTS 186 TO 193 & PARKWOOD LANE
REGISTERED PLAN M-66
TOWNSHIP OF TEMAGAMI
DISTRICT OF NIPISSING
SEPTEMBER 10, 2008



- LEGEND
- DENOTES PLANTED
 - DENOTES FILLING
 - ▨ DENOTES IRON BAR
 - ▩ DENOTES BRONZE CAP IN ROCK
 - ▧ DENOTES STANDARD IRON BAR
 - ▦ DENOTES SHORT STANDARD IRON BAR
 - ▤ DENOTES REGISTERED PLAN 368-5188
 - ▥ DENOTES RECORDED PLAN 368-5182
 - ▧ DENOTES H. SUTCLIFFE LTD.

SRQ Geomatics Inc.
Ontario Land Surveyors
New Lismore, Cobourg, Thirleton, Kemora
North Bay, Sudbury
1-800-461-4584

Distances on this plan are in feet and can be converted to metres by multiplying by 0.3048

30' 15' 0' 30' 60' Feet

PL BY CM SCALE 1" = 30' PLAN 7-187
CHD BY SMV JOB No. 500039 NOTES In 2191 W-13

COPY

Memo & Resolution
Wayne
6
Re: Encroachment

THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI

NO.: 14-088

DATE: February 20, 2014

MOVED BY: [Signature]

SECONDED BY: [Signature]

WHEREAS non-Municipal structures may be located on Municipal right-of-ways;

AND WHEREAS proponents may approach the Municipality requesting to allow subject structures to remain;

AND WHEREAS Council may consider allowing subject structures to remain through the use of an encroachment agreement;

NOW THEREFORE BE IT RESOLVED THAT Council receive Report 2014-021 regarding Encroachments and Lot Line Variations;

AND FURTHER THAT an encroachment agreement registered on title to the encroaching property shall be the mechanism employed to allow subject structures to remain until subject structures are demolished or otherwise removed;

AND FURTHER THAT proponents shall cover all legal costs associated with the encroachment agreement unless Council determines otherwise;

AND FURTHER THAT the sale of land to proponents may be employed as an alternative mechanism provided the proponent provides a rationale for the deviation to the satisfaction of Council;

AND FURTHER THAT Council direct staff to bring a draft encroachment agreement to Council for approval;

AND FURTHER THAT Council direct staff to draft a policy regarding this matter for Council's consideration;

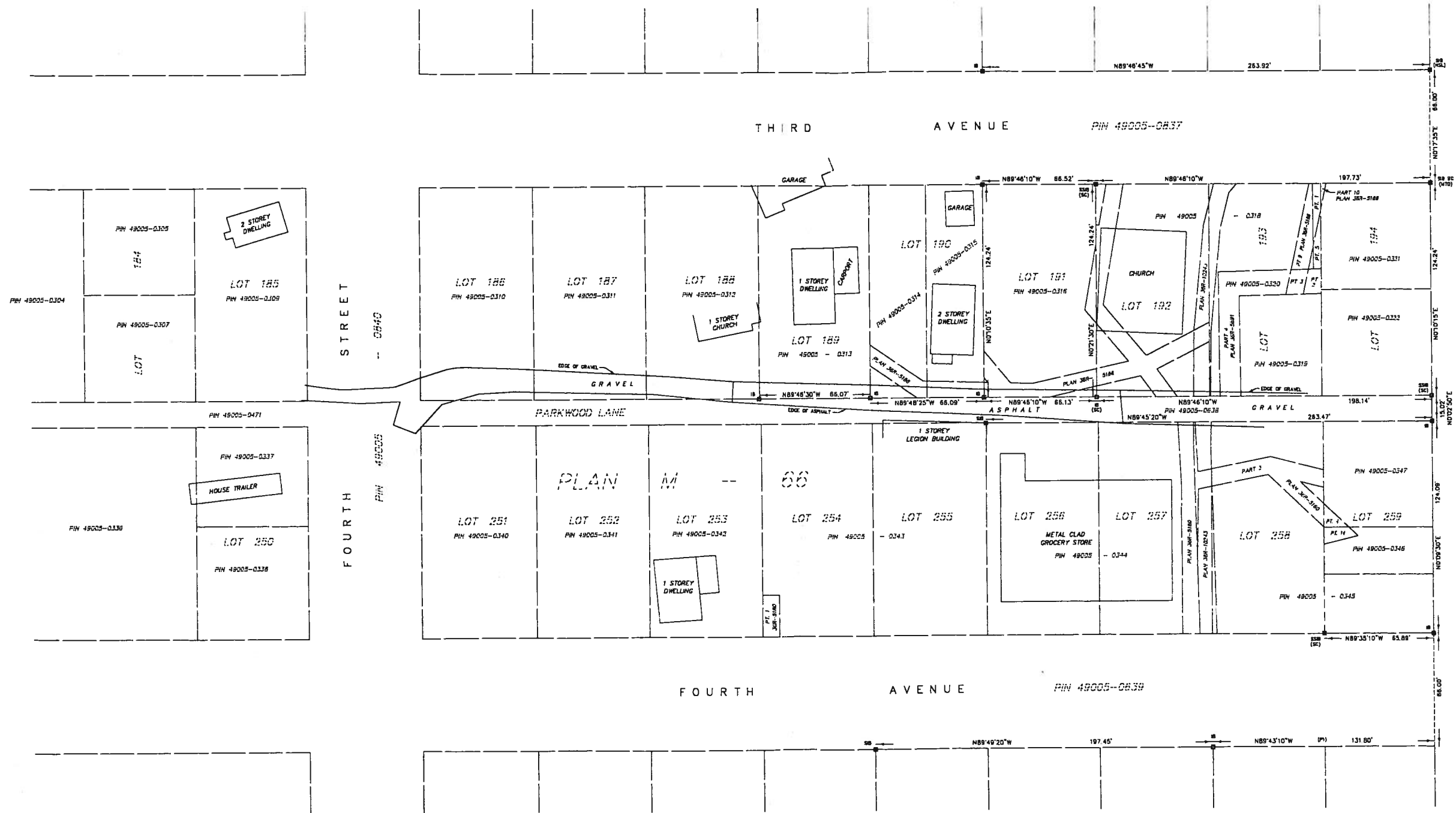
AND FURTHER THAT each request will be considered on a case-by-case basis until a policy is approved regarding this matter.

CARRIED ✓ AMENDED _____ DEFEATED _____ DEFERRED _____

Declaration of Conflict of Interest:

MAYOR: [Signature]

SKETCH SHOWING
LOCATION OF TRAVELLED ROAD
LOTS 186 TO 193 & PARKWOOD LANE
REGISTERED PLAN M-66
TOWNSHIP OF TEMAGAMI
DISTRICT OF NIPISSING
SEPTEMBER 10, 2008.



THE KING'S HIGHWAY No. 11

- LEGEND
- DENOTES PLANTED
 - DENOTES FOUND
 - ▨ DENOTES IRON BAR
 - BC DENOTES BRONZE CAP IN ROCK
 - SB DENOTES STANDARD IRON BAR
 - SSB DENOTES SHORT STANDARD IRON BAR
 - P DENOTES REGISTERED PLAN 36R-5186
 - P1 DENOTES REGISTERED PLAN 36R-5180
 - SC DENOTES H. SUTCLIFFE LTD.

SRQ Geomatics Inc.
Ontario Land Surveyors
New Liskeard, Cochrane, Thessalon, Kenora
North Bay, Sudbury
1-800-461-4584

DISTANCES ON THIS PLAN ARE IN FEET AND CAN BE
CONVERTED TO METRES BY MULTIPLYING BY 0.3048

30' 15' 0' 30' 60' Feet

PL. BY CM SCALE 1" = 30' PLAN 1-187
CH'D BY SMV JOB No. SN08039 NOTES IN 2008 BY 11-10

*Temagami Fire Department
Monthly Report of Activities*

for the month of: *June 2018*

0 Activations

- No activations in June

Training:

- 4 regular meetings –vehicle fires were the theme for June, included 1 practical session where we burnt a car.
- Deputy Chief Gustavson attended 2 day Basic Emergency Management (BEM) training, held in Temiskaming Shores

Fire Prevention:

- Several Fire Safety Plans in various stages of review
- Questions on Open Air Burning from 1 resident (information only – complaint not submitted)
- Fire inspection at Temagami Public School – fire safety plan updated diagram is outstanding

Fire Education:

- Regular radio “fire safety” announcements on CJTT
- Monthly community newsletter - Fire Safety messages
- Preparing display items for July 1st Canada Day event

Other:

- Firefighter certification, Community Risk Assessments, and Public reporting requirements are now regulations under the Fire Prevention & Prevention Act implementation dates between January 1, 2019 & 2020. With the new provincial government it is unclear what the full impacts of the regulations will be on Municipal fire services (post-election) and if the new provincial government will provide funding (as was promised pre-election)
- Attended information session at Nipissing FD on a fire fighter training program (FLMS) that they have just started to use; has e-learning component, provides training record management with gap analysis – tracking tool for individual firefighters/recruit classes. Contacted company regarding costing – rates are based on the upper limit of firefighters a fire department has; minimum cost is \$3,600/year
- Worked with AQUA over 2 days to determine individual Hydrant Pressures & Flows for the two water systems as required by the Ontario Fire Code – able to get a sense of the limitations – better testing equip is required to obtain accurate values, as per 6.6.6.1 of the Ontario Fire Code.
- Teleconference call to clarify fire department invoicing where both departments respond/invoice for expenses (Accounting Clerk & both Fire Chiefs were in attendance)
- 2017 Fire Department Annual report submitted
- 1 Firefighter required a letter to CRA regarding volunteer firefighter hours.
- Emergency Management Program Committee (EMPC) required to review/develop revisions to the Emergency Plan, for council approval, - ongoing

Jim Sanderson

Fire Chief, Temagami Fire Department
Alternate CEMC

Date: *July 18, 2018*

The Municipality of Temagami is currently accepting Expressions of Interest for the 2016-2017 Fire Pump Subsidy Program



This program is intended to offer a subsidy of \$400 to qualifying residents towards the purchase of an eligible pump as determined by the Municipality so that residents of the Municipality that are not accessible by Fire Department vehicles have a method of self protection in the event of a fire.

Only 10 qualifying Expressions of Interest (EOI) will be accepted on a first come first serve basis as funding is limited for 2016. As of June 30, 2016 Council passed Resolution No.16-347 to accept 10 qualifying Expressions of Interest for 2016 a further 10 pump subsidies be provided in 2017. Successful EOI's will have a deadline of 60 days to purchase and provide completed paperwork.

Program information is available on the Municipality's website at www.temagami.ca or residents can call 1-705-569-3421 extension 204 or email cao@temagami.ca for additional details.

- THIS PAGE WAS LEFT
INTENTIONALLY BLANK -

EXPRESSION OF INTEREST

2016 -2017 Fire Pump Subsidy Program



As of January 1, 2017 Expressions of Interest are being accepted on a first come first serve until we have reached 10 successful applicants. For any questions please call 1-705-569-3421 extension 204 or email cao@temagami.ca.

On June 30, 2016, Council of the Municipality of Temagami adopted resolution No.16-347 to approve a further 10 pump subsidies (on a first come first serve basis) in order for individuals to purchase fire pumps, for the purpose of self fire protection of properties that are not accessible by fire department vehicles. The subsidy is for \$400 towards the purchase of an eligible fire pump meeting the criteria set out by the Municipality.

Eligible applicants include:

- Residents of the Municipality of Temagami with a qualifying address of which fire department vehicles can not access the property.

Please fill in all fields on this form that apply to you.

APPLICANT INFORMATION:			
NAME:		ROLL NO.:	
LOCAL ADDRESS:			

CONTACT INFORMATION:			
PREFERRED MAILING ADDRESS:			
PHONE:		ALTERNATE PHONE:	
EMAIL:			

INSTRUCTIONS for completing and submitting this EXPRESSION OF INTEREST

- The property owner(s) interested in the Fire Pump Subsidy Program shall fill in all required fields and shall print and sign their name at the bottom of this form.
- Once the Expression of Interest is completed and signed by the property owner, the form shall be sent to:

By Mail, Courier or in person:	The Municipality of Temagami P.O. Box 220, 7 Lakeshore Drive Temagami, Ontario P0H 2H0	
By email (Scanned):	cao@temagami.ca	
By Fax:	1-705-569-2834	

INFORMATION and PROCESS

- Ten pumps will be subsidized in the current year. Successful EOI's will have a deadline of **60 days** to purchase and provide completed paperwork.
- A pump and accessory standard has been developed and only pumps meeting the standards will be accepted for the subsidy. An information sheet and sample detailed invoice are available to ensure compliance with the set standard.
- Property owners will be required to complete and sign the Expression of Interest and submit it to the Municipality for consideration. Only 1 pump per property will be subsidized and is subject to funding availability.
- Expressions of Interest are evaluated on a first come first serve basis and are subject to funding availability.
- Property owners will receive notification by mail from the Municipality for the subsidy, which will identify whether or not the application was approved or denied.
- Successful applicants will be responsible for purchasing the pump and accessories as outlined in the information package and providing a detailed invoice and proof of purchase of an eligible pump to the Municipality for the Municipality to process the \$400 subsidy to be paid to the property owner.

I certify that:

The information contained in this Expression of Interest is complete and accurate and that I am the property owner of the property described above and acknowledge all of the requirements of the program.

Signature

Date

Print Name

*If submitting an electronic copy of the form, please complete the form, scan and attach it to the email submitted.

FOR OFFICE USE ONLY (Do not write in this section)	
Date Received:	
Approved <input type="checkbox"/>	Not Approved <input type="checkbox"/>
Comments: _____	
Purchasing Information Received on: _____	
Subsidy Paid on: _____	

Information Sheet for 2017 Fire Pump Subsidy Program

The Municipality of Temagami has created the Fire Pump Subsidy Program as a result of reviewing the possibility of a Fire Service on Lake Temagami. The Lake Temagami Fire Protection Committee was formed to develop a report regarding the review of the original request brought forward by LaTempra.

Resolution No.16-347 was adopted by Council on June 30, 2016 and the recommendation to provide a further 10 pump subsidy of \$400 towards the purchase of a fire pump, for the purpose of self protection to residents that are not accessible by fire department vehicles.

The pump must be a Honda engine and pump with the following specifications:

Honda WH20X pressure pump (Specifications attached)

Hose Kit – Option 1 (2" hose)

1 length of 20'x2" PVC suction hose assembly with camlock and combination pipe nipple
2" steel foot valve/strainer for the suction hose
2" aluminum camlock adapter
3 lengths of 2" x 50' brown lay flat hose equipped with aluminum camlocks
2" to ½" camlock spool adapter
Red plastic fire hose nozzle

Hose Kit – Option 2 (1 ½" hose)

1 length of 20'x2" PVC suction hose assembly with camlock and combination pipe nipple
2" steel foot valve/strainer for the suction hose
2" aluminum camlock adapter
2" to 1 ½" reducer (black pipe bushing)
1 ½" camlock
3 lengths of 1 ½" x 50' brown hose equipped with camlocks
Red plastic fire hose nozzle

****Only pumps meeting the standards identified above will be considered for the subsidy****

As of June 30, 2016 the Municipality of Temagami has approved a new round of the Subsidy Program. The program will continue until we have reached 10 qualifying and completed Expressions of Interest for 2017. Purchases must be made within 60 days of approval and completed documentation must be provided within the 60 days in order to receive the subsidy. Anyone not approved or disqualified has an opportunity to re-apply.

Although the pump can be purchased at any authorized dealer, the Municipality has verified the following business that carries the pumps and associated equipment for your convenience.

North Bay Cycle & Sports Ltd.
2665 Trout Lake Road
North Bay, Ontario
P1B 7S8

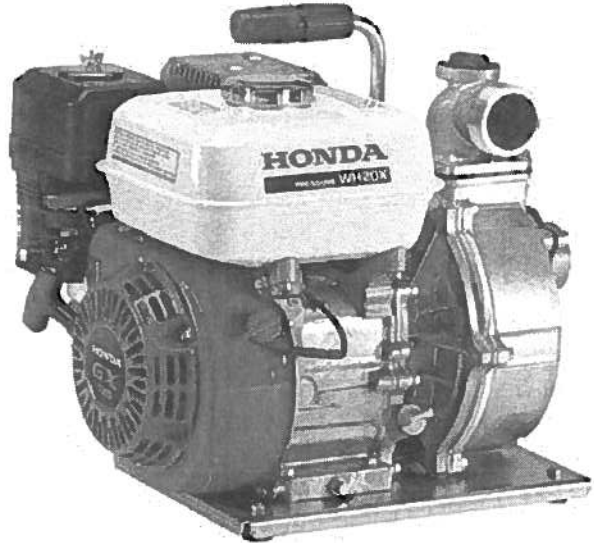
Option 1 (2" Hose) - \$1,394.36 incl. HST
Option 2 (1 ½" Hose) - \$1,395.43 incl. HST

Please keep in mind that the above business carries only a small amount of the pumps and associated equipment and may not have any in stock.

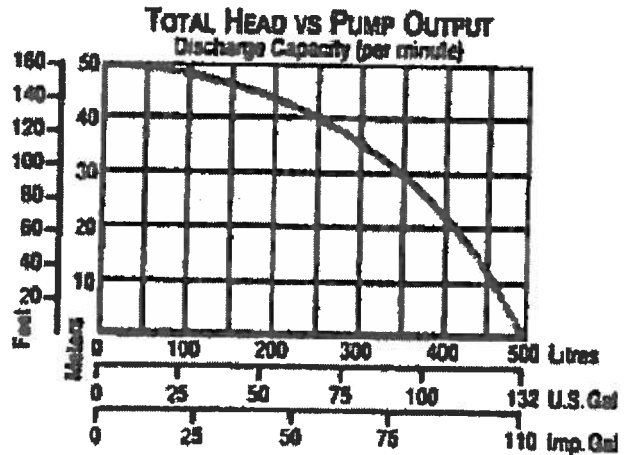
The interest in the program will help determine if this program will be extended in future years. This will be determined on a first come first serve basis up to 10 Expressions of Interest received for the 2017 program.

Honda WH20X High Pressure Pump Specifications and Information

Model		WH20X
Length		425mm (16.7 in.)
Width		375mm (14.7 in.)
Height		405mm (15.9 in.)
Dry Weight		23.5 kg (52 lb.)
Pump		Centrifugal
Type		Self-Priming
Suction Port Diameter		50mm (2.0 in.)
Discharge Port Diameter		50mm (2.0 in.)
Pumping Capacity	Litres per minute	500
	Imp. Gal. per minute	110
	Litres per hour	30,000
	Imp. Gal. per hour	6,600
Total head		50m (164 ft.)
Suction Head (Total lift)		8M (26 ft.)
Priming time @ 5m (16.4 ft.)		60 seconds
Pump Body		Aluminum
Impeller		Cast iron
Engine Type		Honda GX160K1 four-stroke, OHV air cooled, single cylinder
Displacement		163 cc
Maximum Horsepower		5.5
Lubrication System		Splash type
Governor		Mechanical
Starting System		Recoil
Fuel Tank Capacity		3.6 L (0.79 Imp. Gal.)
Oil Alert		No
Driver Unit Type		Direct couple / mechanical seal
Frame Type		Handle type, steel base



WH20X – This is a high output, high pressure pump with a strong 5.5HP OHV engine, with 50mm (2") ports and a maximum capacity of 500 litres per minute.



Waiver, Release and Indemnity

WHEREAS:

- a) Certain residents of the Corporation of the Municipality of Temagami (the "Corporation" are not accessible by Fire Department vehicles; and ,
- b) The Corporation has created a Fire Pump Subsidy Program to provide a four hundred dollar (\$400.00) subsidy to such residents to be used towards the purchase of an eligible fire pump ("Pump"), described in the attached Schedule "A", for the purpose of self-protection.

THE PARTIES HERETO AGREE AS FOLLOWS:

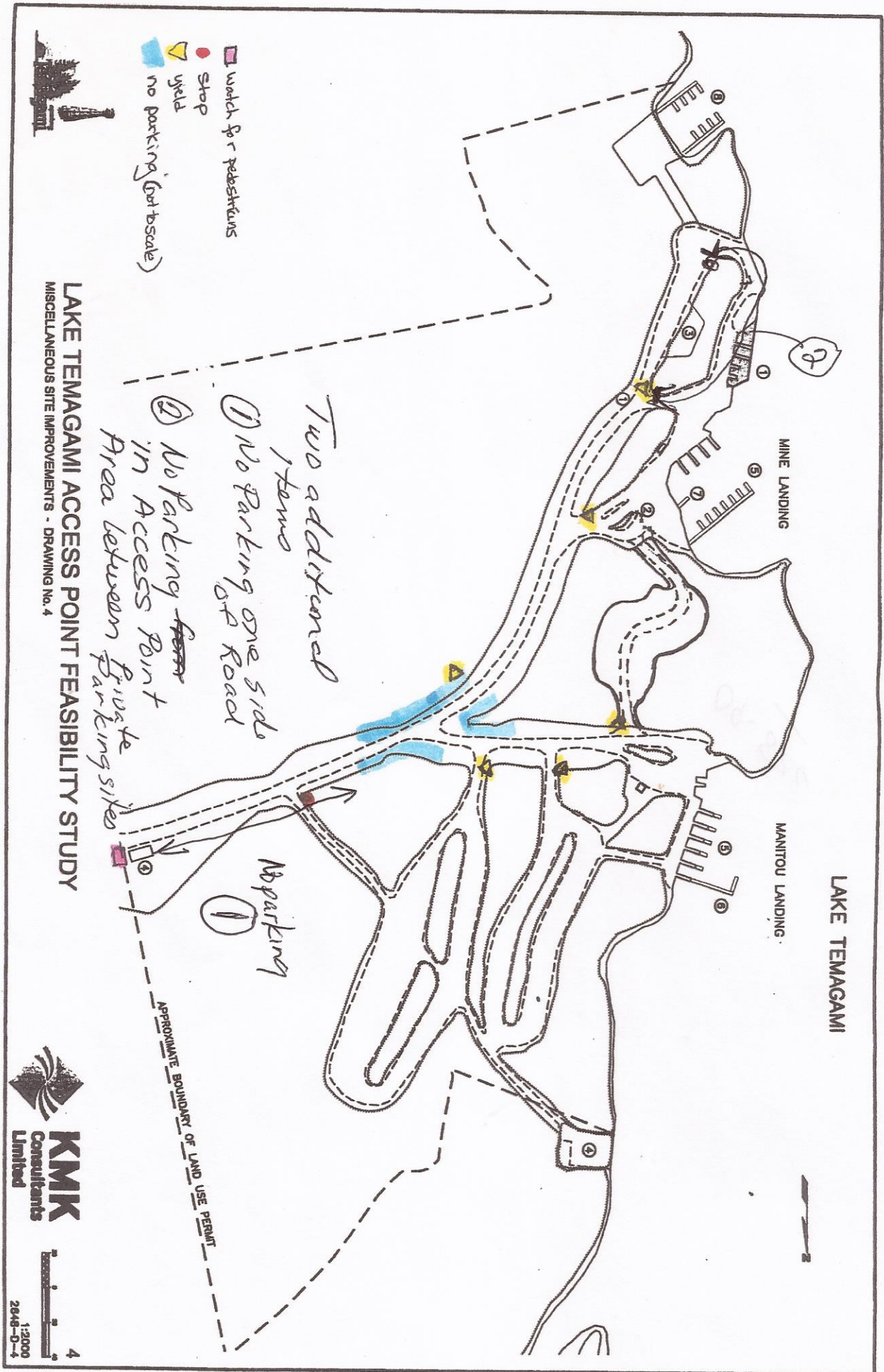
IN CONSIDERATION of the sum of four hundred dollars (\$400.00), the receipt and sufficiency of which are acknowledged, I, the undersigned, release and forever discharge The Corporation of the Municipality of Temagami, its Mayor, Councillors, employees and agents (collectively the "Municipality") from all claims, demands, damages, actions or causes of action arising or to arise by reason of the use of the Pump, and from all claims or demands whatever in law or in equity which I, my heirs, legal representatives or assigns can, shall or may have against the Municipality by reason of the use of the Pump. I hereby waive and covenant not to sue the Municipality for any such claims.

I further agree that if, despite this waiver and release, I or anyone on my behalf, makes a claim against the Municipality, I will indemnify, save, and hold harmless the Municipality from any loss, liability, damage or cost it may incur as the result of such claim.

IN WITNESS WHEREOF I have set my hand and seal this day of , 2017.
SIGNED, SEALED AND DELIVERED:

WITNESS

Revised Signage and No Parking areas July 23, 2018





Corporation of the Municipality of Temagami

Memo No.
2018-M-040

Memorandum to Council

☒ Staff

☐ Committee

Subject: Past Practices regarding refunds on planning applications

Agenda Date: July 26, 2018

Attachments:

RECOMMENDATION

This memorandum is:

☒ To be received for information

BACKGROUND INFORMATION

Past practice is when an application fee is paid along with the application, there are no refunds of payment if the application is not deemed complete, or if the applicants withdraw the application, or the decision of the approval authority is not in favour of the application.

A pre-consultation was sent via email from Karen Beauchamp. A review of the documents provided was completed.

On March 21, 2018 a Minor Variance application was submitted by Karen Beauchamp (Agent), on behalf of Phillip and Kimberly Jones. The purpose of the application was to construct a sleep cabin with an attached garage and future construction of a main dwelling this was sent to MHBC Planning, Urban Design & Landscape Architecture for completeness.

MHBC Planning, Urban Design & Landscape Architecture did a preliminary review of the application and provided comments that his initial review would suggest a change in planning application that a zoning by-law amendment might be the correct application and not a minor variance application. Further review took place with a conference call between myself, Monty Cummings, K. Beauchamp and Jamie Robinson held in April.

By-Law No.06-684 being a by-law to establish the Tariff of Fee Schedule for planning applications outlines the fee for Minor Variance application as \$600. The invoice submitted for payment from MHBC Planning, Urban Design & Landscape Architecture before taxes was \$711.75.

Prepared by:

Reviewed by:

Tammy Lepage, Planning Clerk

Craig Davidson Treasurer/Administrator

Name, Position

Name, Position

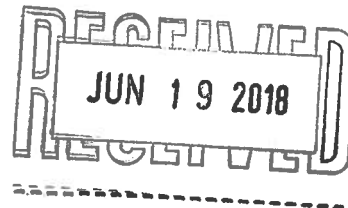
From: Tammy Lepage
Sent: Tuesday, June 19, 2018 8:42 AM
To: Roxanne St. Germain
Subject: FW: Refund Request - Minor Variance Application Fee
Attachments: Refund Request.docx

For Incoming.

Sincerely,

Tammy Lepage, Planning Clerk

7 Lakeshore Dr
P.O. Box 220
Temagami, ON
POH 2H0
P: 705-569-3421 ext. 210
E: planning@temagami.ca



File ☒ Incoming ☐ Other
Mayor ☐
Council ☒ I ☐ A
CAO ☐
Building ☐
Finance ☐ S ☐ C
Ec Dev ☐ S ☐ C
Parks & Rec ☐ S ☐ C
Planning ☒ S ☐ C
Public Wks ☐ S ☐ C
PPP ☐
Social Services ☐
☐ _____
☐ _____

From: Karen Beauchamp [mailto:karen@clearwaterplanning.ca]
Sent: June 19, 2018 8:39 AM
To: Tammy Lepage <planning@temagami.ca>
Subject: Refund Request - Minor Variance Application Fee

Good morning Tammy:

Attached is a letter to Council requesting a refund of the minor variance application fee for 295 Fox Run.

Kind regards,
Karen

Karen Beauchamp, MCIP, RPP, CMO
Clearwater Planning Inc.
Box 451 Temagami ON POH 2H0
705 569 3830 (o) 705 358 9941 (c)



Artist: Hugh McKenzie, Temagami



Artist: Hugh McKenzie, Temagami

Clearwater Planning Inc.

Karen Beauchamp, MCIP, RPP, CMO

Box 451 Temagami ON P0H 2H0

Email: karen@clearwaterplanning.ca

Phone: 705 569 3830 (o) 705 358 9941 (c)

June 19 2018

Mayor Lorie Hunter and Members of Council

Municipality of Temagami

Email: planning@temagami.ca

RE: Request for Refund of Minor Variance Application Fee

I am writing to request a refund of a minor variance application fee.

On March 16 2018 we submitted a minor variance application for 295 Fox Run. During the early consultation stage it was discovered that a minor variance was not required and the application was withdrawn.

Since the minor variance application did not proceed beyond the early consultation stage, I respectfully request a refund of the \$600 application fee.

Kind regards,

Karen Beauchamp

MEMO

KITCHENER
WOODBRIDGE
LONDON
KINGSTON
BARRIE
BURLINGTON

To:	Tammy Lepage
From:	Jamie Robinson
Date:	April 24, 2018
File:	12134AW
Subject:	Jones Minor Variance Application

This memorandum has been prepared to summarize our initial review and discussions with the applicant's consultant regarding a proposed minor variance application for the lot located at Lot 4, Plan 36M-610 Parcel 4-1 on Fox Run, Cassels Lake, in the Municipality of Temagami.

1. The applicants have short term and long term development aspirations for the property.
2. In the short term, they would like a small building to stay in while they are working in the area. In the long term, they would like to develop a larger dwelling on the property.
3. The desire is to create a detached garage with living accommodations. The intent would be that these living accommodations would be converted to a sleeping cabin when a new dwelling is constructed on the lot.
4. The proposed approach was undertake a minor variance, calling the proposed structure a sleeping cabin:
 - a) To construct a detached garage prior to constructing the main dwelling.
 - b) To permit direct access from the sleep cabin to the garage bathroom facilities.
5. The more appropriate approach would seem to be to construct the proposed building as a dwelling now - complete with washroom, kitchen and attached garage.
6. When a larger dwelling is proposed, along with the building permit for the construction of the larger dwelling, the owner would also be required to submit a permit to convert the dwelling, to a garage with sleep area by removing the kitchen. This would enable the structure to be occupied during construction and until final occupancy is granted for the new larger dwelling.

7. The Zoning By-law only permits a washroom or a kitchen in sleeping cabins on lots that are greater than 0.4 hectares. The lot area of the subject lands must be confirmed as information provided by the proponent indicates a lot area of 0.4 hectares.
8. There are two issues that exist with respect to the Zoning By-law. The first is that the Zoning By-law does not specifically permit a sleeping cabin to be located in a detached garage. The second is that the maximum size of a detached garage is 72.5 square metres. The size of the proposed building is 80.5 square metres.
9. In order to ensure the conversion could take place in the future the zoning of the property should be updated. We would suggest that a Zoning By-law Amendment (ZBA) be undertaken over a minor variance. The ZBA would increase the maximum permitted size of a detached garage and would specifically permit a sleeping area in the detached garage.
10. The proponent has the option of submitting a building permit application now for the first dwelling. A ZBA would not be required prior to issuing this permit. A ZBA would be required in order for a future conversion to occur. On this basis, it may be appropriate to submit such a ZBA at this time, in order to facilitate the future conversion of the first dwelling.

Municipality of Temagami

Patrick Cormier, CAO
planning@temagami.ca
P.O. Box 220, Lakeshore Drive
Temagami, Ontario
P0H 2H0

Invoice 5014277
Date 4/30/2018
Billing Period April 2018
File No. 12134AW-MUN
P.O.
Project Temagami - Jones MV

The following account is for consulting services including:

<u>DATE</u>	<u>EMPLOYEE</u>	<u>DESCRIPTION</u>	<u>HOURS</u>
<u>Planning</u>			
4/2/2018	Robinson, Jamie	Review of correspondence from K. Beauchamp regarding sleeping cabin proposal;	0.30
4/2/2018	Townes, Patrick	Review of application and drawing; Review of Official Plan and Zoning By-law in regards to proposal;	1.40
4/13/2018	Robinson, Jamie	Preparation for conference call; Conference call with K. Beauchamp and T. Lepage regarding proposed garage / sleeping cabin;	0.70
4/13/2018	Townes, Patrick	Review of Minor Variance application and sketch; Review of Official Plan and Zoning By-law regarding sleeping cabins; Discussion with T. Lepage and K. Beauchamp regarding minor variance application and proposal;	2.00
4/24/2018	Robinson, Jamie	Preparation of memorandum to T. Lepage regarding proposed minor variance;	1.00
4/24/2018	Townes, Patrick	Preparation of memorandum regarding minor variance proposal;	0.50
<u>Administration / Secretarial</u>			
3/29/2018	Porath, Tatjana	General administration;	0.30
4/2/2018	Porath, Tatjana	Format notes to file;	0.20
4/3/2018	Esteves, Solveig	General administration;	0.30

FEES

Planning

Robinson, Jamie - 2.00 hrs @ \$145.00 \$290.00
Townes, Patrick - 3.90 hrs @ \$90.00 \$351.00

Administration / Secretarial

Esteves, Solveig - 0.30 hrs @ \$70.00 \$21.00
Porath, Tatjana - 0.50 hrs @ \$70.00 \$35.00
TOTAL FEES \$697.00

Page 2 of 2

Municipality of Temagami, File No. 12134AW-MUN

DISBURSEMENTS

Colour Printing	\$8.00
Photocopying	\$6.75
TOTAL DISBURSEMENTS	\$14.75

TOTAL FEES & DISBURSEMENTS \$711.75

HST \$92.53

TOTAL AMOUNT DUE \$804.28

HST Registration # R103441127

Net 30 days. 24% per annum on accounts over 30 days



Jamie Robinson, BES, MCIP, RPP



Corporation of the Municipality of Temagami

Memo No.
2018-M-037

Memorandum to Council

☒ **Staff**
☐ **Committee**

Subject: Code of Conduct Complaint

Agenda Date: **July 26, 2018**

Attachments: Correspondence from

RECOMMENDATION

BE IT RESOLVED THAT Council receive the Code of Conduct complaint dated June 28, 2018;
AND FURTHER THAT Council exercises its authority under Section 223 of the Municipal Act 2001, as amended, to appoint an Integrity Commissioner who would be responsible for performing an independent investigation and reporting back to Council;
AND FURTHER THAT Council hereby appoints Excellence for Municipalities as the Integrity Commissioner to perform the investigation on this matter.

INFORMATION

On June 28, 2018, a complaint of contravention of the Code of Conduct was received from Judy Gouin. The complaint relates to Conflict of Interest and whether a declaration should have been made. In the confines of any one municipality, the declaration of Conflict of Interest is a personal decision for each individual Member of Council. No other Members of Council can make a declaration for the individual nor can they pressure a Member to declare. As well, Staff are not to offer more than general advise as Members are satisfying their mind whether they are in a position of conflict, as defined by the Municipal Conflict of Interest Act, or not.

As this complaint cannot be reasonably investigated to a conclusion by any Member of Council or Staff of the Municipality of Temagami, for Council to ensure that complaints are handled fairly, quickly, and as transparent as possible, an Integrity Commission outside of the Municipal structure should be used. In the past the Municipality has used a number of individuals and/or firms as Integrity Commissioners and, in this case, Excellence for Municipalities is recommended.

Prepared by:

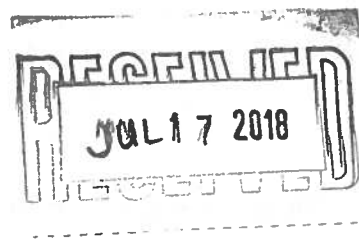
Reviewed by:

Craig Davidson, Treasurer/Administrator	
Name, Position	Name, Position

From: Sabrina Pandolfo
Sent: Tuesday, July 17, 2018 8:50 AM
To: Roxanne St. Germain
Subject: FW: Invoice
Attachments: Temagami.pdf; ATT00001.htm; 2018 Renewal Letter.doc; ATT00002.htm; Partner Package 201819.pdf; ATT00003.htm; 20182019 NeONT Partnership Form.pdf; ATT00004.htm; Guide Ad Rate Card 2019.pdf; ATT00005.htm

Sabrina Pandolfo
Special Projects Coordinator
Municipality of Temagami

705-569-3421 ext. 207



- File ☒ Incoming ☐ Other
- Mayor ☐
- Council ☐ I ☒ A
- CAO ☐
- Building ☐
- Finance ☒ S ☐ C
- Ec Dev ☐ S ☐ C
- Parks & Rec ☐ S ☐ C
- Planning ☐ S ☐ C
- Public Wks ☐ S ☐ C
- PPP ☐
- Social Services ☐
- ☐ _____
- ☐ _____

From: Bernadette Lindsay [mailto:bernadette@northeasternontario.com]
Sent: Monday, July 16, 2018 12:35 PM
To: Sabrina Pandolfo <projects@temagami.ca>
Subject: Invoice

Here is the renewal information and invoice.

Please see the attached documents to renew your partnership with Northeastern Ontario Tourism.

- Renewal Letter;
- Partnership Form;
- Package Offers;
- Rate Card;

and Invoice

NeONT has invested in product development initiatives, FAM tours and more....

Here is a list of what we did in Temagami in 2017/2018.

1. Temiskaming Loop Tour passport promotion and NeONT website landing page development
2. Stay2Play TV Commercials
3. OTMPC Digital marketing project
4. FAM with Angler Ashley Rae

5. Special feature in “Municipal” section in NeONT’s Big Adventure Guide

Additionally, here is the link to your current online business listing
at: <https://www.northeasternontario.com/go/temagami/>

Please update your online profile: <https://www.northeasternontario.com/become-a-partner/>

*****NEW** See our new packages and PAY securely online for advertising or services!!!***

<https://www.northeasternontario.com/industry-information/partner-packages>

NORTHEASTERN ONTARIO TOURISM

2009 Long Lake Road
Suite 401
SUDBURY, Ontario P3E 6C3
(705)522-0104

INVOICE

Invoice No.: 1075
Date: 04/01/2018
Ship Date:
Page: 1
Re: Order No.

Sold to:

CORPORATION OF THE MUNICIPALITY OF TEMAGAMI
ELAINE GUNNELL
P.O. BOX 220
7 LAKESHORE DRIVE
TEMAGAMI, ON P0H 2H0

Ship to:

CORPORATION OF THE MUNICIPALITY OF TEMAGAMI
ELAINE GUNNELL
P.O. BOX 220
7 LAKESHORE DRIVE
TEMAGAMI, ON P0H 2H0

Business No.: 851672535

Quantity	Description	Tax	Unit Price	Amount
	2018-2019 MUNICIPAL PARTNERSHIP AGREEMENT WITH NORTHEASTERN ONTARIO TOURISM Partnership- expires March 31, 2019	H		325.00
	H - HST @ 13% HST			42.25
NORTHEASTERN ONTARIO TOURISM HST: #851672535				
Shipped By: Tracking Number:			Total Amount	367.25
Comment:			Amount Paid	0.00
Sold By:			Amount Owning	367.25

570K
Average yearly Facebook reach
AAA 22,000 General & Outdoors Followers
27,000 Fishing & Hunting Followers

3,000+ Followers

3,700+ Followers

200K+ visitors per year
16,500+ clicks to partners per year
44,000+ clicks to partners per year
3,600+ per month

BIG Adventure Guides distributed at:
• 8 Travel Shows in Ontario, Quebec, and the U.S.
• 64 locations in Ontario

Business Listings exclusively for Partners
10* Media Familiarization (FAM) Tours

6,200 Subscribers to our Travel Newsletter

\$1,000,000 MARKETING VALUE to draw visitors to the Region and to our Partners

100+ articles on Northeastern Ontario tourism opportunities, increasing traffic to NEONT's website and social media, resulting in more click-throughs to our Partner pages.

700+ Travel Operators listed
250K Visitors per year
50,000+ click-throughs to industry

6,200 Subscribers to our Travel Newsletter

OUR AREA

BE A PROUD PARTNER

Add the NEONT Partner Seal to your website and advertising materials. NEONT and you—marketing together.

The Partner Seals are available at www.northeasternontario.com/industry-information/

Choose your Partnership level and join a truly powerful push for growth, today

Northeastern Ontario... Undeniably BIG, Unbelievably Close
Northeastern Ontario Tourism, 401-2009 Long Lake Road, Sudbury, ON P3E 6C3 Ph: 705-522-0104 Toll Free: 1-800-465-6658

What our Partners are saying about us:

"Since we have been consulting with Northeastern Ontario Tourism, there has been a consistent increase in both bookings and revenues. Their marketing helps to attract and really engage with our target markets. They really want our help in making our website more appealing and the overall look to speak more to what they are here to do. We are up too. We make sure we get with the program every year."

Sue Gray, General Manager Wilderness Lodge, Ontario

Perrille Gallery's ongoing partnership with Northeastern Ontario Tourism has been of great benefit to not only our business, but to Manitoulin Island in general, in providing us with increased creative marketing opportunities. Focused marketing efforts, such as the travel business conference and based with our target, Northeastern Ontario Tourism, has been by our side as we have evolved into becoming a well-known attraction not only on Manitoulin Island, but in Ontario. Our footprint and our tourist traffic has increased significantly, judging by our TripAdvisor reviews. We look forward to many more years of this beneficial and evolving relationship!"

Sharon McMillan, Owner / Curator

PUT THE POWER OF PARTNERSHIP TO WORK FOR YOU
Travel and tourism marketing is highly competitive with destinations now competing against global competition. You need every advantage you can get to reach your market and entice them to come to Northeastern Ontario and to your operation. That takes Clout, and that is what being a member of this Partnership program gives you. When we work together, plan together and market together, we all succeed.

Northeastern Ontario... Undeniably BIG, Unbelievably Close
Northeastern Ontario Tourism, 401-2009 Long Lake Road, Sudbury, ON P3E 6C3 Ph: 705-522-0104 Toll Free: 1-800-465-6658

Northeastern Ontario CANADA

PARTNER PACKAGES AND MARKETING OPPORTUNITIES

ONLY PART OF THE BIG

Northeastern Ontario... Undeniably BIG, Unbelievably Close
Northeastern Ontario Tourism, 401-2009 Long Lake Road, Sudbury, ON P3E 6C3 Ph: 705-522-0104 Toll Free: 1-800-465-6658

REACH THE MARKETS YOU NEED AND THE CUSTOMERS YOU WANT.

Every year, more than **350,000** people visit our region, bringing in an industry value of more than **\$604 million** to Northeastern Ontario.

We want you to tap into that!

You can increase your share of that revenue by advertising with our Partnership Program. When you join the program, you are putting your marketing money in a large pool of dollars along with other partners. This gives everyone more economic clout to get the message of your enterprise and the region out to bigger markets and to develop new markets. That means more revenue now and more growth for the future.

When you join the Northeastern Ontario partnership, everyone's investment helps each other. Your investment helps sell the region ultimately enabling the region to promote your business. Collectively our contributions help everyone.

It's like angling – people come to Northeastern Ontario to fish or, they go to visit a specific lodge, then go to restaurants while they're there. No one is in direct competition when we're all pulling in the same direction.

PARTNERSHIP MATTERS

Partnerships are an important part of the tourism industry today, generating greater market penetration and access to expanded market share through the power of shared costs. Maximizing exposure, by maximizing partnership dollars, it just makes sense.

Regardless of where YOU are, WE are here to assist in your success whether you are a seasonal operation or a year round business.

Together, through partnership, we will continue to build positive outcomes for Northeastern Ontario, the most beautiful tourism district in the province.

As a partner based organization, NEONT works with and on behalf of its partners to develop engaging, bold, evocative messaging to market in an effort to inspire increased tourism activity throughout the region.

Standard Partner Package \$149+ HST

**Fees may apply*

- Exclusive business listing in annual BIG Adventure Guide distributed in regional, provincial, and U.S. markets.
- Partner profile on NEONT's website.
- Industry e-newsletters and updates.
- Opportunities to host Media Familiarization (MFAM) Tours.
- Advertising opportunities at reduced rates.
- Access to industry-related workshops, seminars, and training.
- Representation by NEONT at travel shows.
- Online packaging opportunity with Social Media Campaign.
- Visitor awareness through NEONT's targeted marketing campaigns.
- Opportunities to be featured in stories and blogs on NEONT's website, on social media, and on northeasterntravel.ca.
- Access to regional and provincial tourism statistics and data.
- One ticket to an exclusive "Partner only" reception at the AGM.



The Association \$325 + HST

- 4 additional photos and 2 videos on our website northeasternontario.com
- 4 banner ads on NEONT website
- Up to 400 word description
- Business profile in e-newsletter

The Municipal

Fees calculated on a per capita basis. Quote provided upon request.

- Feature in municipal special section of the annual Big Adventure Guide

ADDITIONAL ADVERTISING PACKAGES



Platinum \$3,500 + HST

*Includes your Partnership***

Our best package. Ideal for accommodations, attractions, restaurants, associations, municipalities and other tourism related businesses

- Full page ad in the annual Big Adventure Guide (\$2,650 value)
- Literature or swag distribution (up to 250 pieces per show) at three travel shows (\$525 value)
- Ad on NEONT's website for six months (\$600 value)
- Digital advertisement on display at travel shows



Gold \$1,800 + HST

*Includes your Partnership***

Ideal for accommodations, attractions, restaurants, associations, municipalities and other tourism related businesses

- 1/4 page ad in the annual Big Adventure Guide (\$1,550 value)
- Literature or swag distribution (up to 250 pieces per show) at three travel shows (\$525 value)
- Ad on NEONT website for four months (\$400 value)
- Digital advertisement on display at travel shows



Silver \$975 + HST

*Includes your Partnership***

Exclusive to partners only. Ideal for accommodations, attractions, restaurants, and other tourism related businesses

- Includes ALL standard level benefits PLUS:
- 1/4 page ad in the annual Big Adventure Guide (\$800 value)
- Literature or swag distribution (up to 250 pieces per show) at two travel shows (\$350 value)
- Digital advertisement on display at travel shows



Bronze \$575 + HST

*Includes your Partnership***

Exclusive to partners only. Ideal for accommodations, attractions, restaurants, and other tourism related businesses

- Includes ALL standard level benefits PLUS:
- 1/8 page ad in the annual Big Adventure Guide (\$425 value)
- Literature or swag distribution (up to 250 pieces per show) at one travel show (\$175 value)

Note: Additional travel show distribution is available. Schedule of shows is subject to change. Updates will be available in the newsletter and on NEONT's website.

*** Municipal and Association Partnership fees are not included. However the advertising packages are available to both.*

Northeastern Ontario. Undenably BIG. Undeniably Close.

NortheasternOntario.com



PROPOSED SHOW SCHEDULE:

North American International Motorcycle Super Show, JAN 4-4, 2019
Toronto Spring Fishing & Boat Show, FEB 16-18, 2019
Toronto Outdoor Adventure & Travel Show, FEB 21-24, 2019
The Motorcycle Show, FEB 22-24, 2019
World Fishing & Outdoor Enthusiast Show, MARCH 7-10, 2019
Ontario Outdoor & Adventure Travel Show, APRIL 20-21, 2019
and more...

ADDITIONAL PACKAGES:

E-Newsletter Advertising \$200 + HST



- 1/8 page size ad in the Travel or Industry newsletter for three months

Welcome to Facebook \$250 + HST



Facebook is one of the easiest ways to engage your audience with the curated content you want them to have. It is also an awesome way to interact with your audience for two way communication that you can moderate.

Whether you're new to Facebook, or just want to tune up your Facebooking skills, this package is for you.

- One hour of dedicated one-on-one time (remote or in-person) with the Digital Media Coordinator covering Facebook uses and best practices
- Introduction to Facebook advertising and insights (if required)
- Facebook page set-up (if you don't already have a page) and three example posts



Social Media Marketing \$850 + HST

With over 48,000 followers across social media platforms, this package is an opportunity for you to expand your reach by tapping into our larger audience. Digital content, when properly crafted, can provide big rewards. Take advantage of our social media channels and boost your online exposure. Let the benefits of social media change the way you view your marketing efforts.

This tailored social media package includes:

- Feature post on NEONT blog shared on all accounts
- Featured post on NortheasternOntario.com homepage for campaign duration
- Blog post shared in our monthly Travel Newsletter
- Four Facebook posts for your packages, events, services, videos (in addition to the sharing of your blog post)
- \$200 towards Facebook Ad Boosting of your five posts (work with us to determine your ideal target audience)
- Five Tweets about your business
- Access to mini-campaign results

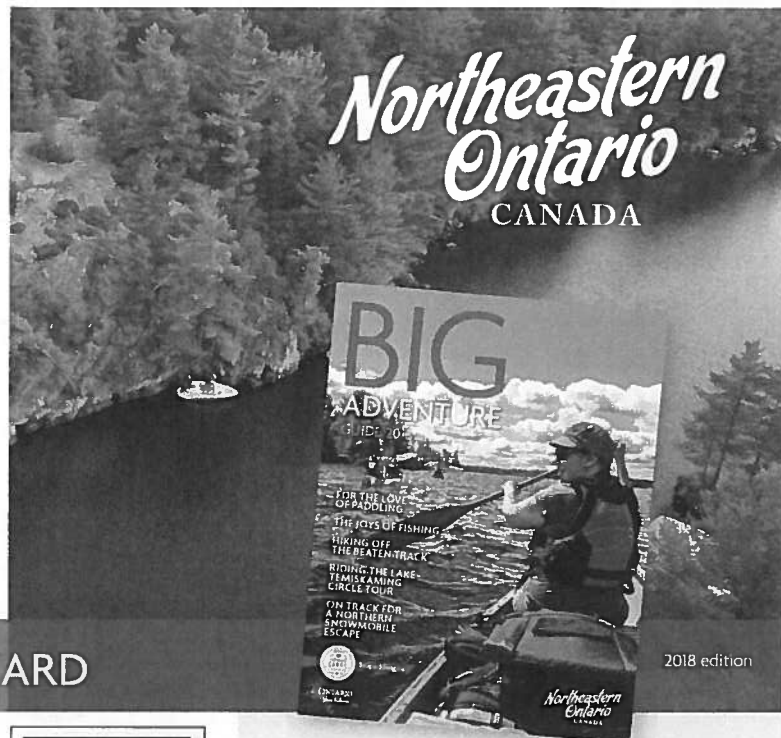
Website Advertising \$600 + HST

- Ad on NEONT website for one year
- All ads must follow prescribed format and have a package attached

500,000 Ways to Grow Your Business

Approximately 500,000 copies of our BIG Adventure Guide find their way into the hands of your market. That's 500,000 people who are looking for an adventurous Northeastern Ontario vacation.

Consumers get information about key travel products, helpful NeONT travel tips, spectacular photography that really grabs the reader and information that entices further exploration, including your Partner business listing.



2019 BIG ADVENTURE GUIDE RATE CARD

Hard and electronic versions for comprehensive market saturation.

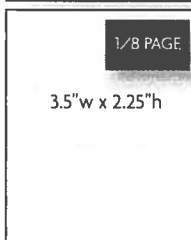
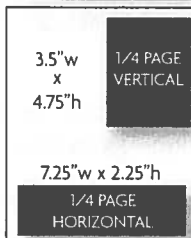
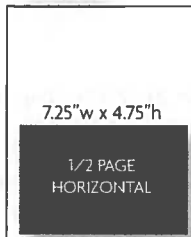
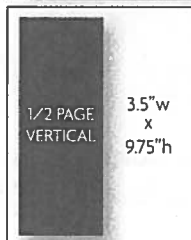
The guide is made available:

- At regional and provincial visitor information centres;
- At sport, travel, and outdoor consumer shows in Ontario, Québec, and the northeastern United States;
- As a downloadable PDF from the Northeastern Ontario website www.northeasternontario.com;
- Direct mail to consumers; and
- At participating business locations in the region

ADVERTISEMENT RATES

✓	AD SIZE	PARTNER RATE	NON-PARTNER RATE
	Full Cover	\$3,000	\$3,450
	Full Page	\$2,650	\$3,000
	1/2 Page	\$1,550	\$1,800
	1/4 Page	\$800	\$950
	1/8 Page	\$425	\$500
	HST (13%)		
	TOTAL		

Artwork must be received no later than September 21, 2018. Distribution begins January 2019.



The Lasting Value of Partnership
Tourism Marketing and Management is a long-term investment, and when we all work together and invest in our region, we all win: business, communities, and residents. It's good for our economy and it's good for your bottom line.

Standard Partner Package \$149[•] HST

**fees may apply*

- Exclusive business listing in annual BIG Adventure Guide distributed in regional, provincial, and U.S. markets.
- Partner profile on NeONT's website
- Industry e-newsletters and updates.
- Opportunities to host Media Familiarization (FAM) Tours.
- Advertising opportunities at reduced rates.*
- Access to industry-related workshops, seminars, and training.*
- Representation by NeONT at trade shows.
- Online packaging opportunity with Social Media Campaign.*
- Visitor awareness through NeONT's targeted marketing campaigns.
- Opportunities to be featured in stories and blogs on NeONT's website, on social media, and on northeasternontario.travel.*
- Access to regional and provincial tourism statistics and data.
- One ticket to an exclusive "Partner only" reception at the AGM*

FOLLOWERS

48,000+ 3,000+ 3,700+

7000+ Outbound Clicks to Industry Every Month

Call us at 1-800-465-6655 or email us at info@northeasternontario.com

We are here to help.

2019 GUIDE ADVERTISEMENT CONTRACT

Business Name: _____

Contact: _____

Address: _____

City: _____ Prov: _____ PC: _____

Billing Address: _____ City: _____ Prov: _____ PC: _____

☐ Check if billing is same as above

Tel: _____ E-mail: _____

ADVERTISEMENT COPY

AD COPY INSTRUCTIONS AND CHANGES

Mark your ad instructions here.

PAYMENT Please make check payable to Northeastern Ontario Tourism
by mail: Northeastern Ontario Tourism, 2009 Long Lake Rd., Unit 401 • Sudbury • ON • P3E 6C3

ARTWORK AND DEADLINE

Artwork must be received no later than Sept 21, 2018. Distribution begins January 2019.

DESIGN SERVICES: Please supply press ready PDF, EPS or 300 dpi jpg files to ad specs. Design services available with minimum fee of \$100. Please note, this offer includes one round of revisions. Additional fees may apply for added revisions.

Advertisers are responsible for providing logos, photos, and content. All files must be submitted electronically in PDF, JPG or EPS formats.

TERMS: Net 30 days from invoice date. Your signature indicates an understanding and an agreement to comply with the terms and conditions of this contract.

DISCLAIMER: Northeastern Ontario Tourism and its contracted design company are not responsible for any additional errors or omissions not indicated on this page upon signature of this form. Northeastern Ontario Tourism has the right to refuse any ad.

PLEASE NOTE: Listings within the guide are a FREE benefit to Northeastern Ontario Tourism Partners. Listings are not included with this advertisement agreement. For information on becoming a Partner, please contact bernadette@northeasternontario.com.

Signature: _____ Date: _____

PARTNERSHIP FORM 2018/2019

Partnership Year is from April 1 to March 31

This form is also available electronically at www.northeasternontario.com/become-a-partner/



This is how you will be listed on our website and in our BIG Adventure Guide (Please print.)

Business Name: _____

Website: _____

Mailing Address: _____

City: _____

Province: _____

Postal Code: _____

Phone: _____

Toll Free: _____

Fax: _____

Winter Phone: _____

Contact 1: _____

Email: _____

Contact 2 (For internal use only): _____

Email: _____

Winter Address (For internal use only): _____

City: _____

Province: _____

Postal Code: _____

Partner Fees

☐ Standard Partner Package (\$149 + HST) **\$168.37**

☐ Association Partnership (\$325 + HST) **\$367.25**

☐ Municipal Partnership (These fees are calculated on a per capita basis. Please contact NeONT's Partnership Coordinator for more information.)

Advertising Packages

- ☐ Platinum \$3,500
- ☐ Gold \$1,800
- ☐ Silver \$ 975
- ☐ Bronze \$ 575

Online Packages

- ☐ E-newsletter \$200
- ☐ Facebook \$250
- ☐ Social Media \$850
- ☐ Website \$600

Additional Information: _____

Billing Information

☐ Cheque (enclosed)

☐ Online Payment System (Visa, Mastercard, AMEX)

Online Payment System: Northeastern Ontario Tourism offers credit card payment services through Stripe's Online Payment Processing System.

How does it work? If you would rather submit your partnership form and pay online, please visit northeasternontario.com/become-a-partner/. You'll be taken to a online form that mirrors this one, and a secure payment area on our website. Once your payment is complete, you'll receive a receipt, and we'll follow up with a partnership invoice.

As a Partner, you will receive our monthly e-newsletter. You may opt out at any time.

I, _____, have reviewed the information in this form and confirm that it is accurate, and hereby authorize Northeastern Ontario to publish it.

Signature: _____

Date: _____

Please submit this completed form and payment to:

Northeastern Ontario Tourism, 401-2009 Long Lake Road, Sudbury, ON P3E 6C3

For more information, please phone Bernadette Lindsay, Partnership & Product Development Coordinator, at 705-522-0104 or toll free 1-800-465-6655 • www.northeasternontario.com

SHARE MORE INFORMATION WITH US

Social Media (Please check all that apply and provide links.)

☐ Facebook:

☐ Trip Advisor:

☐ Other:

☐ Twitter:

☐ Instagram:

☐ Google Maps:

☐ Youtube:

Google Map Location/Geocodes

Latitude:

(ex. 46.038456)

Longitude:

(ex. -80.770454)

Profile Uploads

Your profile on our website is VERY important. Please provide:



Maximum 8 Photos



Maximum 4 Videos



1 Logo



250-word Business Description

TO SUBMIT/CHANGE ELECTRONIC FILES:

- Go to www.northeasternontario.com/partner-upload/ and follow the prompts.
- Once complete, click "SUBMIT" at the bottom of the page.
- For assistance please email Bernadette@northeasternontario.com.

Accommodations (Please check all that apply.)

☐ B&B

☐ Cabins & ☐ Lodges

☐ Hotel & Motel

☐ Hostel

☐ Open all year ☐ Seasonal

☐ Free Parking

Options:

☐ Internet access

☐ Restaurant ☐ Kitchen

☐ American plan

☐ Private bath

☐ Laundry

☐ Waterfront ☐ Spa/Pool

☐ Wheelchair access

☐ Shuttle service

☐ Motorcycle friendly

☐ Snowmobile friendly

☐ Guided tours

☐ Fuel

☐ Pets welcome

of rooms _____

Price Range:

From \$ _____

To \$ _____

Camping & RV Parks

Options:

☐ 30 amp ☐ 50 amp

☐ Full hook-up

☐ Boat launch ☐ Rentals

☐ Pull-through sites

☐ Internet access

☐ Open year-round

☐ Pets welcome

☐ Store ☐ Restaurant

of sites _____

Price Range:

From \$ _____

Attractions, Activities & Services

☐ Air service

☐ Art gallery

☐ Attraction

☐ Aurora/Dark sky viewing

☐ Boat rental (motorized)

☐ Bus/Motorcoach

☐ Cruise & Ferries

☐ Cultural/interpretive centre

☐ Day trips

☐ Dogsledding

☐ Event ☐ Festival

☐ Fishing ☐ Ice-fishing

☐ Flightseeing

☐ General ☐ Grocery store

☐ Golf

☐ Hiking ☐ Guided

☐ Hunting ☐ Guided

☐ Paddling ☐ Guided

☐ Rafting ☐ Guided

☐ Mountain Biking

☐ Museum

☐ Rail

☐ Shopping

☐ Skiing

☐ Snowmobiling

☐ Snowshoeing

☐ Vehicle rental

☐ Wildlife viewing

☐ Hunting

☐ Bear

☐ Deer

☐ Moose

☐ Small Game

☐ Waterfowl

Access (Please check all that apply)

☐ Boat-in

☐ Drive-in

☐ Fly-in

☐ Train-in

How did you hear about us?

If you do not provide any changes, we will consider our information to be accurate and complete.

Please submit this completed form and payment to:

Northeastern Ontario Tourism, 401-2009 Long Lake Road, Sudbury, ON P3E 6C3

For more information, please phone Bernadette Lindsay, Partnership & Product Development Coordinator, at 705-522-0104 or toll free 1-800-465-6655 • www.northeasternontario.com



April 12, 2018

Dear Partner:

It's time to renew your Partnership with Northeastern Ontario Tourism (NeONT) for the upcoming 2018-19 Tourism Year.

2017 proved to be another great year for tourism in Northeastern Ontario. Our Facebook posts reach 570K annually and we've amassed over 55,000 loyal, active social media followers who engaged with feature articles and posts on our operators more than 95,000 times!

NeONT attended key consumer shows, distributing thousands of guidebooks and brochures to interested travelers planning to visit our region for fishing, hunting, snowmobiling, paddling and touring.

Along with overnight stays in lodges, hotels, and campgrounds; travelers are wanting to experience local cuisine, beer, and day activities, including backcountry adventures, attractions, fishing, and always shopping for that must-have item.

So, renew your Partnership or take advantage of NeONT's new combined deals for 2018-19.

In the enclosed Partner Benefits Overview, you will find:

- New deals to combine with your Partnership Renewal for huge **savings**;
- Partnership Form (Contract) to make changes to your online listing
- Link to Online Partner Business Listing;

Carefully review these documents to ensure your information is accurate and up-to-date, so we can promote you accurately. Please note, your Partnership Form is also your contract with NeONT, complete this form, and return it along with your payment. Or, you can complete this form and pay online by following this link: northeasternontario.com/become-a-partner
If we do not receive a completed form there may be delays in processing your payment, and no changes will be made to your profile. Partner Renewal deadline is July 1, 2018.

Together we will continue to build tourism in our region by showcasing our Partners. Be sure to sign up for our e-newsletter and connect with us on Facebook and Instagram!

Should you have any questions, want to book a site visit, or tell us about an upcoming event, please do not hesitate to contact Bernadette at: Email: bernadette@northeasternontario.com
Toll Free: 1-800-465-6655 or 705-492-9432.

Sincerely,

A stylized, handwritten signature in black ink, likely belonging to Bernadette Lindsay.

A stylized, handwritten signature in black ink, likely belonging to Bernadette Lindsay.

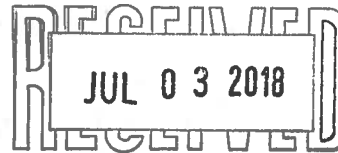
Rod Raycroft
Executive Director

Bernadette Lindsay
Partnership & Product Development

11630A

Tammy Lepage

From: Steve Watt <swatt@municipal-law.ca>
Sent: July 16, 2018 1:46 PM
To: Tammy Lepage
Subject: FW: Adjournment of LPAT/OMB Appeals PL171040 and PL171041



ELSTON WATT
Barristers & Solicitors

File ☒ Incoming ☐ Other
Mayor ☐
Council ☒ I ☐ A
CAO ☐
Building ☐
Finance ☐ S ☐ C
Ec Dev ☐ S ☐ C
Parks & Rec ☐ S ☐ C
Planning ☐ S ☐ C
Public Wks ☐ S ☐ C
PPP ☐
Social Services ☐
☐ _____
☐ _____

591 First Street, Suite 303 | Collingwood, ON | L9Y 1B5 | 416-977-9874 | 705-443-8602 | swatt@municipal-law.ca

*Practicing in association

Collingwood | Orillia | Owen Sound | Sudbury

ELSTONWATT.ca

www.elstonwatt.ca

From: Steve Watt
Sent: Tuesday, July 3, 2018 10:41 AM
To: Tammy Lepage (planning@temagami.ca)
Subject: Adjournment of LPAT/OMB Appeals PL171040 and PL171041

Hi Tammy,

Further to your request, I can confirm for Council that the above-referenced hearing scheduled to occur on June 19th was adjourned on consent of all parties [the applicant landowner, the appellant TFN and the municipality]. This adjournment was occasioned by the appellant seeking legal representation very late in the lead-up to the hearing.

The appellant's lawyer and myself were then faced with a simple choice, either refuse to adjourn the date to allow this unrepresented party to obtain a lawyer, or incur the expense of forcing a motion to occur before the LPAT tribunal before the hearing, where we would have to argue that this request was too late and prejudicial to us both, given the delay in setting a new date.

As experienced lawyers, we were of the professional opinion that the LPAT would grant this adjournment request from the unrepresented TFN, despite our objections, and that to oppose it would only incur unnecessary costs on our clients relating to the preparation and argument of the motion to refuse to adjourn.

The result of our consenting to the adjournment is that a new date will be scheduled for the LPAT hearing, likely in the fall and that TFN will have a lawyer representing them at that time. In my opinion, this is actually a good thing, as I will now be able to deal directly with someone who has legal knowledge and perspective on

the strength [or weakness] of the arguments being raised by TFN and maybe we can sort some or all of it out in advance of the re-scheduled date.

Please let me know should you require any further information.

Thanks, Steve.

Elston Watt
Municipal Law
City of
Council
CAG
Building
Finance
Ec Dev
Parks & Rec
Planning
Public Works
PPP
521 First Street, Suite 305 | Collingwood, ON | L9Y 1R5
*Practicing in Ontario

ELSTON WATT
Barristers & Solicitors

521 First Street, Suite 305 | Collingwood, ON | L9Y 1R5 | T 416 977 9874 | F 705 443 8602 | swatt@municipal-law.ca

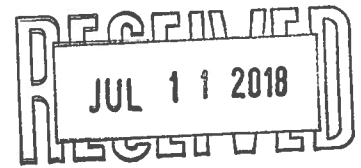
Collingwood | Orillia | Owen Sound | Sudbury ELSTONWATT.ca

www.elstonwatt.ca

11636B



**Temiskaming Development
Fund Corporation**



File ☒ Incoming ☐ Other
Mayor ☐
Council ☒ ☐ A
CAO ☐
Building ☐
Finance ☐ S ☐ C
Ec Dev ☐ S ☐ C
Parks & Rec ☐ S ☐ C
Planning ☐ S ☐ C
Public Wks ☐ S ☐ C
PPP ☐
Social Services ☐
☐ _____
☐ _____

ANNUAL MEETING

*This report is available in the
municipal office in the shelf with
the incoming mail brockets.*

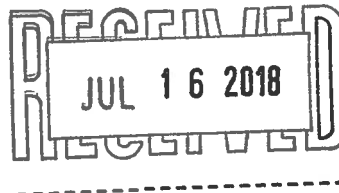
Location: Elk Lake Eco Resource Centre

Date: Monday, June 11, 2018

From: Lorie Hunter
Sent: Monday, July 16, 2018 9:07 PM
To: Roxanne St. Germain
Subject: Fwd: Community Schools Alliance
Attachments: Call for Nominations 2018.pdf; ATT00001.htm

For incoming and the next council meeting.
 Thanks

Lorie Hunter
 Mayor
 The Corporation of the Municipality of Temagami
 705-569-3421 ext 212
 705-948-1000 cell



File ☒ Incoming ☐ Other
 Mayor ☐
 Council ☒ I ☐ A
 CAO ☐
 Building ☐
 Finance ☐ S ☐ C
 Ec Dev ☐ S ☐ C
 Parks & Rec ☐ S ☐ C
 Planning ☐ S ☐ C
 Public Wks ☐ S ☐ C
 PPP ☐
 Social Services ☐
☐ _____
☐ _____

Begin forwarded message:

From: Doug Reycraft <reycraft@sympatico.ca>
Date: July 16, 2018 at 1:54:54 PM EDT
To: Mitch Twolan <mitch@lakerangerealty.ca>
Subject: Community Schools Alliance
Reply-To: Doug Reycraft <reycraft@sympatico.ca>

As Chair of the Executive Committee of the Community Schools Alliance, I have attached a notice of our 2018 Annual Meeting and a Nomination Form. Please forward this to members of your council.

Doug

Doug Reycraft
 181 Main Street
 Glencoe ON N0L 1M0
 (519) 494-2508

Call for Nominations

Community Schools Alliance

Memo To: Members and Former Members of the Community Schools Alliance

From: James Collard, Secretary-Treasurer, Community Schools Alliance

Thank you for being a member or former member of the Community Schools Alliance and supporting our advocacy for schools in rural and northern Ontario.

Please be advised that in accordance with the Constitution of the Community Schools Alliance, the Secretary-Treasurer is inviting nominations to the Executive Committee of the Alliance.

If required, an election will be held at the Annual Meeting in Ottawa on August 19, 2018 during the AMO Conference. You will be advised of the location and time of the Annual Meeting as soon as that information is available.

A Nomination Form is included. Please forward this to all members of your council.

The names of all qualified individuals who are duly nominated will appear on the ballot for election to the Executive Committee.

Only individuals who were members of the Alliance by July 15, 2018 or elected officials of municipalities that were members of the Alliance by July 15, 2018 are eligible to be candidates for election to the Executive Committee of the Alliance. Please note that all 2016-17 memberships were extended to include 2017-18 without requiring payment of an additional annual membership fee. The Executive Committee waived the fee for 2017-18 because of the fact no large expenditures were anticipated.

Please print, complete and forward a completed Nomination Form to the Secretary-Treasurer at jim@collards.com.

A completed Nomination Form must be received by the Secretary-Treasurer no later than Friday, August 10, 2018. Nominations will not be accepted beyond that date.

The Constitution provides for up to eleven (11) members of the Executive Committee.

Section 5(g) of the Constitution establishes staggered terms for members of the Executive Committee. At this year's Annual Meeting up to four (4) members may be elected for three (3) year terms.

Section 5(i) of Constitution states: "The Chair, Vice-Chair and Secretary-Treasurer shall be elected by the members of the Executive Committee following the Annual Meeting."

Nomination Form

Executive Committee of the Community Schools Alliance

Nominee's Name (as it is to appear on the ballot):

Nominee's Municipality (if applicable):

Civic Address including Postal Code:

Email address:

Phone Number:

I, the Nominee named in this Nomination Form, do hereby consent to such nomination and declare that I am qualified to be elected to the Executive Committee of the Community Schools Alliance.

Signature of Nominee and date:

THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI

BY-LAW No. 18-1409

Being a by-law to delegate authority during a ‘Lame Duck’ period of Council during the 2018 election.

WHEREAS Section 275 of the Municipal Act, S.O. 2001, c25 as amended (the Act), sets out restricted acts that could become effective after Nomination Day;

AND WHEREAS under the provisions outlined in Section 275 of the Act, Council can become ‘Lame Duck’ if either at the close of the nomination period on Nomination Day, less than 75% of the present Members of Council are not nominated or after Election Day if less than 75% of the present Members of Council are returned to Office;

AND WHEREAS Section 275(3) of the Act restricts Council from taking the following actions:

- 1) The appointment or removal from office of any officer of the municipality;
- 2) The hiring or dismissal of any employee of the municipality;
- 3) The unbudgeted disposition of any real or personal property of the municipality which has a value exceeding \$50,000 at the time of disposal; and
- 4) Making any unbudgeted expenditures or incurring any other unbudgeted liability which exceeds \$50,000.

AND WHEREAS Section 23 of the Act provides that a municipality may delegate certain powers and authority to a person or body;

AND WHEREAS the Municipality of Temagami deems it expedient to delegate certain powers and authority should a ‘Lame Duck’ period exist during the 2018 election period;

NOW THEREFORE the Council of the Corporation of the Municipality of Temagami hereby enacts that:

- 1) That the Treasurer/Administrator be delegated the authority to:
 - a) Hire or remove any officer within the Municipality of Temagami;
 - b) Hire or dismiss any employee of the Municipality of Temagami;
 - c) Dispose of any real property where the value exceeds \$50,000 at the time of disposal; and
 - d) Make any required expenditures or incur necessary liability greater than \$50,000;
- 2) The authority to act shall only become effective if Council does enter a “Lame Duck” period and expires at the commencement of the next term of Council;

Initials:

_____ Mayor

_____ Clerk

- 3) The Treasurer/Administrator will report to Council regarding any actions taken under this delegation at the first business meeting of the next term of Council;
- 4) If any section or portion of this by-law is found by a Court of competent jurisdiction to be invalid, it is the intent of Council for the Corporation of the Municipality of Temagami that all remaining sections and portions of this by-law continue in force and effect;
- 5) That the Clerk of the Municipality of Temagami 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; and
- 6) Any and all former by-laws inconsistent with this By-Law are hereby repealed.

READ a first time this 26th day of July, 2018.

READ a second and third time and finally passed this 26th day of July, 2018.

Mayor

Clerk

THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI

BY-LAW NO. 18-1410

Being a by-law to appoint an Acting Clerk, Deputy Clerk and Deputy Treasurer for the Corporation of the Municipality of Temagami.

WHEREAS Section 9 of the Municipal Act, 2001, S.O., 2001, c.25, as amended, (the Act) the 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 Section 8 (1) of the Act provides for the powers of a municipality under this or any other Act shall be interpreted broadly so as to confer broad authority on the municipality to enable the municipality to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues;

AND WHEREAS Section 228 of the Act requires a municipality to appoint a Clerk and provides the ability to appoint Deputy Clerks who have the same rights and obligations as the Clerk under this or any other Act;

AND WHEREAS Section 286 of the Act requires a municipality to appoint a Treasurer and provides the ability to appoint Deputy Treasurers who have the same rights and obligations of the Treasurer under this or any other Act.

AND WHEREAS it is deemed expedient to ensure there are appropriate statutory officers able to act as required during a period where Council's ability to do so may be restricted through Section 275 of the Act;

NOW THEREFORE the Council of the Corporation of the Municipality of Temagami hereby enacts as follows:

1. THAT Sandy Nadeau be and is hereby appointed and a Deputy Treasurer and a Deputy Clerk;
2. THAT Sabrina Pandolfo be and is hereby appointed a Deputy Clerk;
3. THAT Tammy Lepage be and is hereby appointed an Acting Clerk
4. THAT this appointment shall take effect on the date of the final passing of this by-law;
5. THAT the Clerk of the Municipality of Temagami is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to this by-law, after the passage of the by-law, where such modifications or corrections do not alter the intent of the by-law.

BE TAKEN AS READ A FIRST time on this 26th day of July, 2018.

READ A SECOND AND THIRD time and finally passed this 26th day of July, 2018.

Mayor

Clerk

**THE CORPORATION OF THE
MUNICIPALITY OF TEMAGAMI**

BY-LAW NO. 18-1411

**Being a by-law to authorize an Agreement with the Ontario Clean Water Agency for
Provision of Operation and Maintenance of the Municipal Water and Wastewater Systems
for the years 2019 to 2028.**

WHEREAS under Section 8 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 9. (1) (a) and (b) of the Municipal Act, 2001, S.O., 2001, c.25, as amended, Section 8 shall be interpreted broadly so as to confer broad authority on municipalities to enable them to govern their affairs as they consider appropriate and to enhance their ability to respond to municipal issues.

AND WHEREAS the Corporation of the Municipality of Temagami has an existing agreement with the Ontario Clean Water Agency (OCWA) to provide operation and maintenance services for the municipal Water and Waste Water systems which expires on the 31st day of December, 2018;

AND WHEREAS the Council of the Corporation of the Municipality of Temagami deems it expedient to enter into a new agreement for Water and Wastewater Systems Operation and Maintenance with OCWA from the 1st day of January 2019 to the 31st day of December 2028;

NOW THEREFORE the Council of the Corporation of the Municipality of Temagami hereby enacts as follows:

1. That the Mayor and Clerk are hereby authorized and directed to execute the Agreement, for the provision of Operation and Maintenance of the Municipal Water and Wastewater Systems, attached hereto as Schedule “A” and forming part of this by-law.
2. That this by-law shall come into force and take effect on the final passing thereof.
3. That the Clerk of the Municipality of Temagami 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.

TAKEN AS READ A FIRST TIME on this 26th day of July, 2018.

READ a Second and Third time and finally passed on this 26th day of July, 2018.

Mayor

Clerk

SERVICES AGREEMENT
BETWEEN
ONTARIO CLEAN WATER AGENCY
A N D
THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI

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SERVICES AGREEMENT

THIS AGREEMENT effective as of the 1st day of January, 2019 (the “Effective Date”),

B E T W E E N

ONTARIO CLEAN WATER AGENCY/AGENCE ONTARIENNE DES EAUX, a corporation established under the *Capital Investment Plan Act, 1993*, c.23, Statutes of Ontario.

(“OCWA”)

A N D

THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI

(the “Client”)

RECITALS

- (a) OCWA is in the business of providing management, operations and maintenance services for water and wastewater facilities.
- (b) The Client is the owner of the water and wastewater facilities, water distribution systems, and wastewater collection systems, more particularly described in Schedule A (the “Facilities”).
- (c) The Client wishes to retain the services of OCWA to operate and maintain the Facilities in accordance with the provisions of this agreement (the “Agreement”).
- (d) The Client and OCWA (collectively, the “Parties” and each a “Party”) are entering this Agreement to set out their respective rights and obligations with respect to the management, operation and maintenance of the Facilities.
- (e) The Council of the Client on the ____ day of _____, 20__ passed By-Law No. _____ authorizing the Client to enter into this Agreement.

NOW THEREFORE in consideration of the mutual covenants contained in this Agreement and other good and valuable consideration the receipt and sufficiency of which is hereby irrevocably acknowledged, the Client and OCWA agree as follows:

ARTICLE 1 -
INTERPRETATION

Section 1.1 - Definitions

In this Agreement, definitions are set out in Schedule B, or within applicable provisions as indicated.

ARTICLE 2 -
RESPONSIBILITIES OF
OCWA

Section 2.1 - Retention of OCWA

- (a) The Client retains OCWA to provide management, operation and maintenance services, as described in Schedule C to this Agreement, in respect of the Facilities (the “Services”).
- (b) The Client acknowledges and agrees that for the purposes of Section 449 of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, OCWA is an agent of the Client.

Section 2.2 - Performance of Services

- (a) OCWA shall deliver the Services in compliance with all applicable Environmental Laws, except as described in Paragraphs 2.2(b) and (c) below and in any of the following circumstances:
 - (i) the Client not making the Major Maintenance Expenditures and/or not undertaking the Capital Projects reasonably recommended by OCWA as per Section 4.6 and Section 4.7 herein;
 - (ii) failure of the Client to meet its responsibilities specified in this Agreement;
 - (iii) failure of any equipment at the Facilities, unless the failure is due to OCWA’s negligence;
 - (iv) the water transmitted to the water treatment Facilities for treatment contains contaminants or pathogens which cannot be treated or removed by the Facilities treatment processes;
 - (v) the quantity or quality of water transmitted to the water treatment Facilities exceeds the Facilities’ design or operating capacity;
 - (vi) the wastewater transmitted to the wastewater treatment Facilities for treatment contains contaminants or other substances which cannot be treated or removed by the Facilities treatment processes;

- (vii) the wastewater transmitted to the wastewater treatment Facilities for treatment does not meet the requirements of the Client's sewer use by-law or any Environmental Law;
 - (viii) the quantity or quality of wastewater transmitted to the wastewater treatment Facilities exceeds the Facilities' design or operating capacity;
 - (ix) operational upset conditions caused by the acceptance of septage or leachate;
 - (x) unavailability of approved lands for the application of sludge.
- (b) OCWA may temporarily cease to provide or reduce the level of provision of Services in the event of an emergency, a breakdown or any Uncontrollable Circumstance. OCWA shall, when practicable, try to give the Client reasonable advance notice of any such occurrence.
- (c) Notwithstanding any other provision of this Agreement, delay in the performance of, or a failure to perform any term of this Agreement by OCWA, shall not constitute default under this Agreement or give rise to any claim for damages suffered by the Client if and to the extent caused by occurrences or circumstances beyond the reasonable control of OCWA (an "Uncontrollable Circumstance"), including but not limited to any circumstances set out in Paragraph 2.2(a), decrees of government, acts of God (including but not limited to hurricanes, tornadoes, floods and other weather disturbances), sabotage, strikes, lockouts and other industrial disturbances, insurrections, war, civil disturbances, pandemics, riots, explosions, fire and acts of third parties.
- (d) The Client recognizes that in an emergency situation or where an Uncontrollable Circumstance exists, OCWA's primary concern will be to use all reasonable efforts to maintain the Facilities in compliance with Environmental Laws and that OCWA may be required to correct a deficiency or deal with the emergency situation without obtaining the Client's prior approval. Should such a situation arise, OCWA shall advise the Client as soon as reasonably possible and shall provide as much information as possible to the Client and will work with the Client to ensure the emergency situation is appropriately addressed.

Section 2.3 - OCWA as Independent Contractor

In performing the Services, OCWA shall be acting as an independent contractor and only to the extent and for the specific purposes expressly set forth herein. Neither OCWA nor its employees, agents or subcontractors shall be subject to the direction and control of the Client, except as expressly provided in this Agreement.

Section 2.4 - Authorized Representatives

Each of OCWA and the Client shall be entitled to designate in writing to the other, one or more individuals who shall be authorized to represent it in connection with the day-to-day administration of the provisions of this Agreement (the "Authorized Representative(s)"). Each

of the Parties shall be entitled to rely on the acts and approvals given by the other Party's Authorized Representative until such time as it receives a written notification of change of the other Party's Authorized Representative.

Section 2.5 - Indemnification of the Client

- (a) OCWA shall exonerate, indemnify and hold harmless the Client, its directors, officers, employees and agents from and against Claims which may be suffered or incurred by, accrue against or be charged to or recoverable from the Client to the extent that such Claim is solely attributed to OCWA's negligence or wilful misconduct when performing the Services, except where such Claim is due to an Uncontrollable Circumstance or to a condition of the Facilities which existed prior to OCWA's commencement of the Services (a "Pre-existing Condition"), including but not limited to those listed in Schedule F. Such Pre-existing Conditions shall be the ongoing responsibility of the Client. OCWA, in providing these Services, is not responsible, accountable or liable, in any way, for Pre-existing Conditions, either directly or indirectly.
- (b) The Client shall be deemed to hold the provisions of this Section 2.5 that are for the benefit of the Client's directors, officers, employees and agents in trust for such directors, officers, employees and agents as third party beneficiaries under this Agreement.
- (c) Notwithstanding Paragraph 2.5(a) above, OCWA shall not be liable in respect of any Claim to the extent the Claim is covered by the Insurance.
- (d) Claims by the Client for indemnification from OCWA will follow the Indemnification Process as described in Schedule B.

Section 2.6 - Waiver of Consequential Damages

In no event shall the Parties be liable to each other, and each Party specifically waives as against the other, any and all claims for consequential, incidental, indirect, special or punitive damages resulting in any way from performance or non-performance of this Agreement, whether such damages are characterized as arising under breach of contract or warranty, tort (including negligence), fault, strict liability, indemnity, or other theory of legal liability.

Section 2.7 - Insurance

- (a) OCWA shall maintain, subject to reasonable availability, insurance coverage as described in Schedule E to this Agreement (the "Insurance") and the Client shall be an additional insured under the Commercial General Liability and Contractor's Pollution Liability insurance. The Client acknowledges that, given the unpredictability of the insurance market, deductibles and coverage limits may not be available (or may not be reasonably priced) from year to year. Insurance coverage is reviewed annually and the Client will be notified if there is a change in coverage or a price increase.
- (b) The Client specifically recognizes and agrees that neither OCWA nor the Crown bears any responsibility for the Pre-existing Condition(s) of the Facilities. As such, OCWA is

not required to obtain insurance for this purpose and the Client has or will obtain its own insurance.

- (c) The Client shall be responsible for securing its own insurance for any other operations with which it is involved that are not part of the Services. The Client acknowledges that OCWA's Commercial General Liability and Contractor's Pollution Liability insurance shall not extend to cover any claims, exposure or liability beyond those directly linked to the provision of Services by OCWA staff. The Client further acknowledges that it will have no recourse under OCWA's Commercial General Liability and Contractor's Pollution Liability insurance for any operations that do not form part of the Services.
- (d) In the event of a claim under the Insurance, the payment of deductibles is as specified in Schedule E.
- (f) The policies of insurance obtained by the Client in connection with this Agreement shall be primary, notwithstanding other insurance obtained and maintained by OCWA.

ARTICLE 3 -
RESPONSIBILITIES OF
THE CLIENT

Section 3.1 - Obligations of the Client

- (a) The Client has the full power and authority to enter into and perform its obligations under this Agreement.
- (b) The Client has passed all necessary By-Laws and has obtained all necessary Authorizations to enable it to enter into and perform its obligations under this Agreement and to operate the Facilities, (including, without limitation, any Authorizations required from the Ontario Municipal Board and the Ministry of the Environment and Climate Change), and the Authorizations are in good standing.
- (c) The Client has provided OCWA with a true copy of each of the Authorizations referred to in Paragraph 3.1(b) above prior to the date of this Agreement, including a certified copy of each municipal By-Law required to authorize the Client to enter into and perform its obligations under this Agreement.
- (d) As the owner of the Facilities, the Client is fully aware of its responsibilities and obligations regarding the operation and maintenance of the Facilities under Applicable Laws, including without limitation its responsibilities under the *Safe Drinking Water Act, 2002* (the "SDWA"), the *Ontario Water Resources Act* and the *Occupational Health and Safety Act* (the "OHSA") and their regulations.
- (e) The Client confirms that there are no Pre-existing Conditions existing at the Facilities which would affect OCWA's ability to operate the Facilities in compliance with the terms of this Agreement and Applicable Laws, other than what is listed in Schedule F.

The Client acknowledges and agrees that the Client shall be responsible for addressing such Pre-existing Conditions.

- (f) The Client confirms that as of the date of execution of this Agreement, to the best of the Client's knowledge, the Facilities are in compliance with all Applicable Laws.
- (g) The Client is not aware of the presence of any designated substances as defined under the *Occupational Health and Safety Act* (the "OHSA") at the Facilities. The Client acknowledges and agrees that it is responsible for dealing with the designated substances (including but not limited to asbestos and lead) in accordance with the OHSA and its regulations and to notify OCWA of the location of any designated substances in the Facilities.

Section 3.2 - Covenants of the Client

The Client hereby covenants the following for the benefit of OCWA:

- (a) The Client agrees to promptly pay all amounts owing to OCWA under this Agreement as they become due, including any interest charges on late payments as determined under Section 4.9.
- (b) The Client agrees to promptly provide OCWA with any information relating to the Facilities which could have a bearing on the provision of Services by OCWA, including but not limited to any engineering report prepared in respect of the Facilities, any Authorization or amendment to any Authorization, as well as any governmental notice or order relating to the Facilities.
- (c) The Client agrees to commit the necessary resources to appropriately address and comply with any such reports, Authorizations, notices or orders.
- (d) The Client shall repair, maintain and keep in a good working state, in accordance with good engineering practices and the standards reasonably applicable to an owner of a like facility, all water works that belong to or are under the control of the Client and that distribute water from the Facilities.
- (e) The Client shall repair, maintain and keep in a good working state, in accordance with good engineering practices and the standards reasonably applicable to an owner of a like Facility, all wastewater works that belong to or are under the control of the Client and that collect and transmit wastewater to the Facilities.
- (f) The Client agrees to promptly commit the necessary resources to appropriately address any health and safety issues identified by OCWA which are the responsibility of the Client.
- (g) The Client shall take reasonable steps to ensure that wastewater transmitted to the Facilities complies with the Client's sewer use by-law and any Environmental Laws. If requested by OCWA, the Client shall provide OCWA with copies of the Client's

inspection reports (sewer usage, cross-connections, sump pump connections), if available.

- (h) The Client shall inform OCWA if the Facility is to accept septage or leachate. The Client shall provide OCWA with a report of a professional engineer indicating that the Facility is capable of handling such additional Loadings. The Client shall provide OCWA with a list of haulers from which OCWA is to accept septage or leachate at the Facility. OCWA shall not be responsible for any operational impacts caused by the septage or leachate. The Client shall be fully responsible for any additional costs incurred as a result of the acceptance of septage or leachate at the Facility.]

Section 3.3 - Exoneration and Indemnification of OCWA

- (a) Subject to Paragraph 3.3(c) below, the Client shall exonerate, indemnify and hold harmless OCWA, its directors, officers, employees and agents and Her Majesty the Queen in Right of Ontario, as represented by the Minister of the Environment and Climate Change and all directors, officers, employees and agents of the Ministry of the Environment and Climate Change (collectively referred to as the “Indemnified Parties”) from and against any and all Claims which may be suffered or incurred by, accrue against, or be charged to or recoverable from any one or more of the Indemnified Parties that is solely attributed to the Client’s negligence or wilful misconduct.
- (b) OCWA shall be deemed to hold the provisions of this Article 3 that are for the benefit of OCWA’s directors, officers, employees and agents and the other Indemnified Parties as defined above, in trust for all such Indemnified Parties as third party beneficiaries under this Agreement.
- (c) Claims by OCWA for indemnification from the Client will follow the Indemnification Process as described in Schedule B.
- (d) Notwithstanding Paragraph 3.3(a) above, the Client shall not be liable in respect of any Claim:
 - (i) to the extent that such Claim is covered by the Insurance; however, the Client shall be responsible for any deduction or self-insured retention amount in accordance with Schedule E; and
 - (ii) to the extent that such Claim is caused solely by OCWA’s negligence or wilful misconduct in providing the Services.

ARTICLE 4 - TERM, PAYMENT FOR SERVICES AND OTHER CHARGES

Section 4.1 - Initial Term of Agreement

This Agreement shall start on the Effective Date January 1, 2019 and shall continue in effect for an initial term of ten (10) years, ending on December 31st, 2028 (the “Initial Term”) and then may be renewed for successive five (5)-year terms (each a “Renewal Term”) upon agreement between the Parties, subject to Sections 4.3 and 6.1 of this Agreement.

Section 4.2 - Annual Price for the Initial Term

Subject to any adjustments made pursuant to other provisions of this Agreement, the Client shall pay OCWA a price for the Services for each Year of the Initial Term as described in Schedule D.

Section 4.3 - The Annual Price in Renewal Terms

The Annual Price for any Renewal Term will be as agreed between the Client and OCWA. If the Parties cannot agree on the Annual Price for any Renewal Term within six (6) months of the beginning of the last Year of either the Initial Term or the Renewal Term, as the case may be (the “Current Term”), then this Agreement will be terminated twelve (12) months after the last day of the Current Term unless the Parties mutually agree to extend the term of the Agreement. During this twelve (12) month period or mutually agreed upon extension period, the Client shall pay the Annual Price paid for the last Year of the Current Term, plus an adjustment for inflation calculated as described in Schedule D, pro-rated over that period.

Section 4.4 - Payment of the Annual Price

The Client shall pay OCWA the Annual Price for each Year of the Initial Term or any Current Term, in twelve (12) equal monthly payments, in advance, on the first day of each month. The first payment shall be due and payable on January 1, 2019. Payment shall be made by the Client by pre-authorized bank debit from a bank account designated by the Client.

Section 4.5 - Items Not Included in the Annual Price

The Annual Price, as further described in Schedule “D”, for each Year of the Initial Term and any Renewal Term, covers all charges for the Services, but does not include any charges for the following:

- (a) any Capital Projects (as defined in Paragraph 4.7(a) below) or costs resulting from any failure of the Client to implement reasonably recommended Major Maintenance Expenditures;
- (b) costs or charges for services resulting from a Change in Applicable Laws;
- (c) Unexpected Expenses (as defined in Paragraph 4.8(a) below);
- (d) charges for any Optional Services that are provided by OCWA to the Client;
- (e) costs and charges associated with providing and/or maintaining continuous monitoring technology (SCADA technology) used in respect of the Facility;

- (f) any costs and charges related to third party auditing of the MOECC's Municipal Drinking Water Licensing Program as described in Section 4.12.
- (g) any costs arising from a significant increase in flows, as set out in Part 1 of Schedule G to this Agreement.]

Section 4.6 - Major Maintenance Expenditures

- (a) "Major Maintenance Expenditures" means the charges for all non-routine, non-repetitive activities, repair or replacement of machinery or equipment required for the continuity of operations, safety, and operating performance of the Facilities that are necessary to prevent or correct a failure of any component of the equipment which is not included as part of Routine Maintenance including labour charges, together with the Service Fee or fixed fee basis.
- (b) No later than November 30th of each Year this Agreement is in force, or a date as the Parties may agree in writing, OCWA will provide the Client with rolling five (5)-year recommendations for Major Maintenance Expenditures required for the long term operation of the Facilities. The Client's written approval of the estimate or revised estimate, in the form set out in Schedule "J", authorizes OCWA to incur the Major Maintenance Expenditures included in the estimate (the "Approved Major Maintenance Expenditures").
- (c) OCWA will invoice the Client for the Approved Major Maintenance Expenditures together with supporting documentation and the Client shall pay the invoice within thirty (30) days of the date of invoice.
- (d) OCWA will not be required to obtain the prior approval of the Client for any major Maintenance item costing less than \$2000.00. Regardless of the amount, OCWA will not be required to obtain the prior approval of the Client for any Major Maintenance item related to the health and safety of employees, the facility or the public.

Section 4.7 - Capital Projects

- (a) "Capital Projects" means changes and improvements to the Facilities which include the installation of new technology, improvements to the efficiency, performance and operation of the Facilities, replacement of major pieces of equipment, structural modifications to the Facilities and the construction and commissioning of new Facilities.
- (b) During the term of this Agreement, the Client may request OCWA to undertake Capital Projects for the Client. The terms and conditions of such Capital Projects including the fee shall be negotiated by OCWA and the Client.

Section 4.8 - Unexpected Expenses

- (a) “Unexpected Expenses” means unanticipated expenditures or additional costs which may include Major Maintenance Expenditures in addition to the Approved Major Maintenance Expenditures, that OCWA reasonably incurs in order to address a Change in Applicable Laws, any Uncontrollable Circumstance, any work required by regulatory order (e.g. MOECC or MOL) or identified through an inspection (e.g. ESA, MOECC, MOL) that is not solely the result of OCWA’s negligence in performing the Services or any other emergency situation, together with the Service Fee.
- (b) In the event that OCWA is required to incur Unexpected Expenses, the prior approval of the Client with respect to those Unexpected Expenses will be required only if time permits. Within ten (10) days of incurring the Unexpected Expenses, OCWA will provide the Client with a report detailing the reasons the Unexpected Expenses were incurred.
- (c) Any Unexpected Expenses will be invoiced to the Client together with appropriate supporting documentation, and the Client shall pay the invoice within thirty (30) days of the date of the invoice.
- (d) In the event that OCWA is required to incur Unexpected Expenses, OCWA will not be required to obtain the prior approval of the Client for any Major Maintenance Expenditure item costing less than \$2,000.00. Regardless of the amount, OCWA will not be required to obtain the prior approval of the Client for any Major Maintenance item related to the health and safety of employees, the facility or the public.

Section 4.9 - Interest on Late Payments

- (a) **Monthly Payment of Annual Fee.** If the Client’s monthly payment of the Annual Fee is not available in OCWA’s designated bank account on the agreed to date of payment, OCWA will notify the Client that the funds were not available. Interest will be charged to the Client starting from the day after the payment was due in the account. Interest shall be paid at a rate determined by the Minister of Finance, from time to time, as payable on overdue accounts, in accordance with the Lieutenant Governor in Council under s.10(4) of the *Financial Administration Act*, R.S.O. 1990, c.F.12, plus any banking charges and an administrative fee.
- (b) **Other Invoices.** Invoices, other than for the monthly payment set out in Section 4.8(a) above, shall be paid no later than thirty (30) days from the date of the invoice and interest shall begin to accrue one (1) day after the payment is due.

Section 4.10 - Partial Payment of Disputed Invoices

If the Client disputes any portion of an invoice, the Client shall pay to OCWA the undisputed portion of the invoice by the due date set out herein and provide OCWA with written notice of such dispute by the due date. Failure to provide such written notice of any such dispute will act as a waiver of any defence or justification for failing to pay the full amount of the invoice by the due date. Within ten (10) days of resolution of the disputed amount, the Client

shall pay to OCWA all amounts determined to be payable to OCWA, plus interest in accordance with Section 4.9(a).

Section 4.11 – Hydro Costs / Natural Gas Costs / Utility Costs

OCWA will pay the hydroelectricity and Natural Gas costs on behalf of the Client. The Client shall reimburse OCWA for all such hydroelectricity costs, based on the cost indicated on the bill from the utility provider, as further described in Schedule D.

Section 4.12 - Optional Services

- (a) If requested by the Client, OCWA may provide Optional Services to the Client by Change Order as set out in Schedule H, provided that the Client and OCWA agree in writing to the specific scope of work required.
- (b) Unless otherwise agreed to in writing, fees for Optional Services which OCWA agrees to provide to the Client shall be billed directly to the Client on a time and materials basis as described in Schedule D.
- (c) Once OCWA has agreed to provide Optional Services to the Client, the Optional Services shall be subject to the terms and conditions of this Agreement, with any necessary changes having been made.
- (d) The labour and mileage rates described in Schedule D will be reviewed annually by OCWA and may be subject to change.

Section 4.13 - Changes to the Agreement

- (a) A Change to the Agreement may be carried out after execution of this Agreement by Change Order. A Change Order shall be based upon agreement between the Parties and shall be reflected in a Change Order Form.
- (b) The Parties shall execute a Change Order Form, which shall be substantially in the form found in Schedule H which will state their agreement upon all of the following:
 - (i) the services to be provided;
 - (ii) fees for the services provided under the Change Order;
 - (iii) the extent of the adjustment to the maintenance and operating schedule, if any;
 - (iv) the extent of any adjustments to the Annual Price, if any; and
 - (v) all other effects that the change has on the provisions of this Agreement
 - (vi) changes to chemicals due to market trends or equipment upgrades

ARTICLE 5 - DISPUTE
RESOLUTION

Section 5.1 - Mediation

- (a) If a dispute arises between the Client and OCWA which cannot be resolved within a reasonable time, then the issue shall be referred to a mediator.
- (b) The fees and expenses of the mediator shall be divided equally between the Parties.
- (c) Involvement in mediation is on a without prejudice basis and does not preclude and is not a bar to either Party pursuing whatever legal remedies may be available, including litigation.

ARTICLE 6 - TERMINATION

Section 6.1 - Termination of Agreement

- (a) At least one (1) calendar year before the expiry of the Current Term, the Client shall notify OCWA in writing whether it wishes to terminate or renew this Agreement at the end of the Current Term. However, OCWA reserves the right to decline to renew the Agreement by notifying the Client in writing of its decision to decline, within thirty (30) days of receipt of the Client's written request to renew.
- (b) During the Initial Term or any Renewal Term, this Agreement may only be terminated by either the Client or OCWA by giving at least thirty (30) days' notice in writing to the other Party if:
 - (i) there has been a material breach of the Agreement;
 - (ii) the Party complaining of the breach has given written notice of the breach to the other Party; and
 - (iii) the other Party does not correct the breach within thirty (30) days of receiving the notice.
- (c) If either Party disputes the existence of a breach or that the breach is material, then the dispute may be referred to mediation under Section 5.1 of this Agreement.

Section 6.2 - Early Termination

If this Agreement is terminated for any reason prior to the expiry of the Current Term, then the Client shall pay OCWA for all Services provided up to the date of termination, as well as any costs relating to the early termination, including but not limited to demobilization and severance costs (in accordance with the collective agreements between OCWA and its employees); the costs associated with the removal of remote monitoring and control systems installed by OCWA; the costs of cancelling agreements with suppliers and subcontractors; as

well as any previously incurred Major Maintenance Expenditures, costs related to Capital Projects, Unexpected Expenses and Optional Services.

Section 6.3 - Inventory Count of Consumables/Supplies

OCWA and the Client will conduct an inventory count of consumables/supplies at the Facilities on the first day of the Initial Term or as soon as the Parties may agree. If OCWA no longer operates the Facilities at termination of this Agreement, OCWA shall either:

- (a) ensure that there is the same amount of consumables/supplies at the Facilities on the date of termination as there was on the first day of the Initial Term; or
- (b) reimburse the Client for any shortfall.

If the amount of consumables/supplies at the Facilities on the date of termination exceeds the amount on the first day of the Initial Term, the Client will either reimburse OCWA for any excess or OCWA may take possession of any excess, as OCWA may determine.

Section 6.4 - Final Settlement

If OCWA ceases to operate the Facilities, there shall be a final settlement of all accounts with respect to the Annual Price and any other expenses incurred by OCWA and amounts owing by or to the Client under this Agreement, no later than ninety (90) days after OCWA ceases to provide the Services or thirty (30) days after OCWA has provided the Client with a final invoice, whichever comes later.

Section 6.5 - Transfer of Operations

Upon the termination of this Agreement, OCWA will return the following to the Client:

- (a) The log books for the Facilities.
- (b) The original operations manuals that were provided by the Client to OCWA at the commencement of the Services with all updates to the expiry date of the Agreement.
- (c) A list of emergency phone numbers from the contingency plan binders used by OCWA staff in respect of the Facilities.
- (d) Maintenance and repair records of equipment at the Facilities in electronic format.
- (e) The operational plans under the Drinking Water Quality Management Standard (DWQMS) and any Standard Operating Procedures (SOPs) identified in the DWQMS.

Section 6.6 - Restrictions on Recruitment of OCWA's Employees

During the term of this Agreement and for one (1) year following the termination of this Agreement, the Client shall not solicit or recruit any employee of OCWA, nor induce any

OCWA employee to leave his or her employ to work at the Facilities, unless mutually agreed to in writing by the Client and OCWA.

ARTICLE 7 –
GENERAL

Section 7.1 - Ownership of Technology

The Client acknowledges and agrees that in providing the Services, OCWA may utilize certain technology developed by or for OCWA, for example, OCWA's WMMS, Outpost 5 and/or PDM (the "Technology"). The Client further agrees that use of the Technology by OCWA with respect to the Facilities does not in any way give the Client any ownership or licensing rights in or to the Intellectual Property Rights to the Technology unless otherwise agreed to in writing between the Parties. For greater certainty, nothing in this Section 7.1 shall be interpreted as requiring OCWA to provide the Client with the Technology and any upgrades or other similar technology in respect of the Facilities as part of the Annual Price.

Section 7.2 - Agreement to Govern

If there is any inconsistency between the main body of this Agreement and any Schedule to this Agreement, then the provision in the main body of this Agreement shall govern.

Section 7.3 - Entire Agreement

This Agreement constitutes the entire agreement between the Client and OCWA with respect to the subject matter hereof and cancels and supersedes any prior understandings, undertakings, representations, warranties, terms, conditions and agreements, whether collateral, express, implied or statutory, between the Client and OCWA with respect thereto.

Section 7.4 - Amendments and Waivers

No amendment to this Agreement will be valid or binding unless it is in writing and duly executed by both of the Parties hereto. No waiver of any breach of any provision of this Agreement will be effective or binding unless it is in writing and signed by the Party purporting to give such waiver and, unless otherwise provided, will be limited to the specific breach waived.

Section 7.5 - Successors and Assigns

This Agreement shall operate to the benefit of and be binding upon, the Parties hereto and their successors and assigns. This Agreement may be assigned in the discretion of either Party.

Section 7.6 - Survival

All outstanding payment obligations, and the confidentiality obligation under Section 7.11, shall survive indefinitely the termination of this Agreement.

Section 7.7 - Severability

If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision and everything else in this Agreement shall continue in full force and effect.

Section 7.8 - Notices

(a) All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to be properly given if hand-delivered, sent by email, sent by confirmed facsimile or by registered mail postage prepaid, return receipt requested, or by courier, to the Parties at their respective addresses as set forth below, or to such other addresses as the Parties may advise by like notice. Such notices if sent by email facsimile, registered mail or courier shall be deemed to have been given when received.

(i) if to the Client:

Municipality of Temagami
P.O. Box 220, 7 Lakeshore Drive
Temagami, ON
P0H 2H0

Telephone: (705) 569-3421
Fax: (705)-569-2834
Attention: Craig Davidson, Treasurer Administrator

(ii) if to OCWA:

Ontario Clean Water Agency
31 Station Road North
Kirkland Lake ON
P2N 3J5

Telephone: (705) 567-3955
Fax: (705) 567-7974
Attention: Eric Nielson, Regional Hub Manager

(b) A Party to this Agreement may change its address for the purpose of this Section by giving the other Party notice of such change of address in the manner provided in this Section.

Section 7.9 - Counterparts

This Agreement may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument.

Section 7.10 - Freedom of Information

The Parties understand that this Agreement and any materials or information provided to OCWA through the performance of the Services may be subject to disclosure under the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c.F.31, as amended, or as otherwise required by law.

Section 7.11 - Confidentiality

The Parties shall strictly maintain confidential and secure all material and information provided, directly or indirectly, by the other Party pursuant to this Agreement. Subject to relevant legislation related to freedom of information or the protection of privacy and any other laws, neither Party shall directly or indirectly disclose to any person, either during or following the term of this Agreement, any such material or information provided to it by the other Party without first obtaining the written consent of the Party who provided such material or information, allowing such disclosure.

IN WITNESS WHEREOF the Parties have duly executed this Agreement.

ONTARIO CLEAN WATER AGENCY

Date of Signing

By: _____
(Authorized Signing Officer)

Date of Signing

By: _____
(Authorized Signing Officer)

**THE CORPORATION OF THE
MUNICIPALITY OF TEMAGAMI**

Date of Signing

By: _____
(Authorized Signing Officer)

Date of Signing

By: _____
(Authorized Signing Officer)

SCHEDULE A - The Facilities

Part 1. Description of the Facilities

For the purposes of this Agreement, the description of the Facilities is set out in the following:

1) **Temagami South Wastewater Lagoon System**

This lagoon is a twin cell waste stabilization pond with a capacity of 25,000 m³ per cell. Each cell has a permanent liner, a flow control structure, flow meter and recording chart. There is a chemical storage tank, a re-circulation pump, an intercell chamber and outlet facilities.

2) **Temagami South Water Treatment Plant**

The Temagami South Water Treatment Plant located on Lakeshore Road obtains its raw water from Lake Temagami. The water is drawn by a 20m long, 200mm diameter intake pipe that extends from a submerged intake structure 5.7m below the average water table. This water flows to the raw water wet well via gravity and then is pumped to the water treatment building by two submersible low lift pumps (one duty, one reserve) each rated at 950 m³/day.

The water treatment plant consists of a BCA water treatment package plant and an upgraded Neptune Trident package treatment unit. Each plant provides chemically assisted filtration through coagulation, flocculation sedimentation and filtration operations. Alum and polymer are added to the raw water upstream of the static mixer for the coagulation/flocculation process. Sodium carbonate is injected for pH adjustment and sodium hypochlorite is used for disinfection. All chemicals are added using two metering pumps, one duty and one standby. The plant is equipped with an automated monitoring system that records various components of the process.

The treated water is then directed to two clearwells having a total capacity of 257 m³. Two high lift pumps rated at 916 m³/day (one duty, one reserve) directs finished water to the 82 cubic meter elevated tower which maintains pressure in the distribution system. Alarmed chlorine and turbidity monitoring systems are in place to ensure an acceptable quality of water leaves the treatment facility.

For emergency purposes, a 60 kW diesel generator set is available to provide emergency power to the entire facility in the event of a power outage.

3) **Temagami North Wastewater Lagoon System**

This lagoon is a twin cell aerated lagoon with three blowers in a utility building, outlet facilities and two lift stations situated within the community which pump raw influent to the lagoon. The primary cell has a hypalon liner.

4) Temagami North Water Treatment Plant

Temagami North water treatment plant is a surface water treatment plant located on the west shoreline of Net Lake. A 222m long, 250mm diameter intake pipe extends from a submerged intake structure approximately 10m below the water level.

The low lift pumping station consists of a 1.83m x 1.5m wet well with two submersible low lift pumps (one duty, one reserve). Each pump is rated at 3.8 L/s or 326 m³/day. The water is directed to the main water plant by way of a 65mm pipe.

The water treatment facility is equipped with two BCA water treatment package plants, each consisting of a flash mixing chamber, a flocculation tank, two clarification chambers, and two deep dual media filter (sand/anthracite). Alum and polymer are added for the coagulation/flocculation process, sodium carbonate for pH adjustment and sodium hypochlorite for disinfection. All chemicals are added using two metering pumps (one duty/one standby). The plant is equipped with an automated monitoring system that records various components of the process including system flows and chemical dosages.

The treated water is directed to two of the three clearwells which have a combined capacity of 167 m³. The two highlift pumps direct the treated water into the distribution system which is equipped with a standpipe known as the North Tower. The standpipe has a total storage capacity of 732 m³ and helps to maintain water pressure in the system. Alarmed chlorine and turbidity monitoring systems are in place to ensure the water is of acceptable quality before entering the distribution system.

Filter backwashes are initiated by head loss, turbidity levels, timer or manually by the operator. The backwash wastewater and sedimentation sludge is directed to a drainage system that leads to the Municipal sanitary sewer system for disposal.

A back up 20 kW diesel generator with automatic start is located in a nearby sewage pumping station and is available to provide emergency power for the entire facility in the event of a power interruption.

5) Water Distribution System

The water distribution piping within the Municipality of Temagami.

6) Marten River Fire Dept - UV Water Treatment Unit

The UV Unit is a Trojan UVMax Model “C” with a Maximum flow rate of 34 liters/min (9 Gallons/min) serves the building only. The UV system operates on a “water use” basis and is located inside the shop area of the Fire Station building.

Part 2. Street Addresses of the Facilities

The street addresses for each of the Facilities are as follows:

- 1) Temagami South Wastewater Lagoon System
22 Jack Guppy Way, Temagami, ON P0H 2H0
- 2A) Temagami South Water Treatment Plant
39 Lakeshore Drive, Temagami, ON P0H 2H0
- 2B) Elevated Water Storage Tank
41 Railway Road, Temagami, ON P0H 2H0
- 3) Temagami North Wastewater Lagoon System Blower Room and Pumping Station
37 Cedar Avenue, Temagami, ON P0H 2H0
- 4A) Temagami North Water Treatment Plant
5 Cedar Avenue, Temagami, ON P0H 2H0
- 4B) Pumping Station #1
Cedar Avenue, Temagami, ON P0H 2H0
- 4C) Pumping Station #2
Spruce Drive/Goward Avenue, Temagami, ON P0H 2H0
- 4D) Water Storage Tank
26 Birch Crescent, Temagami, ON P0H 2H0
- 5) Water distribution system throughout the Municipality
- 6) Marten River Fire Department - UV Water Treatment Unit
2877 ON-11, Marten River, ON P0H 1T0

SCHEDULE B - Definitions

In this Agreement, the following terms are defined below or in the section in which they first appear:

“Agreement” means this agreement together with Schedules A, B, C, D, E, F, G, H, I, J attached hereto and all amendments made hereto by written agreement between OCWA and the Client.

“Annual Price” is defined in Section 1 under Schedule D of this Agreement.

“Applicable Laws” means any and all statutes, by-laws, regulations, permits, approvals, standards, guidelines, certificates of approval, licences, judgments, orders, injunctions, authorizations, directives, whether federal, provincial or municipal including, but not limited to all laws relating to occupational health and safety matters, fire prevention and protection, health protection and promotion, land use planning, environment, Building Code, or workers’ compensation matters and includes Environmental Laws.

“Approved Major Maintenance Expenditures” is defined in Paragraph 4.6(b) of this Agreement.

“Authorizations” means any by-laws, licences, certificates of approval, permits, consents and other authorizations or approvals required under Applicable Laws from time to time in order to operate the Facilities.

“Authorized Representative(s)” is defined in Section 2.4 of this Agreement.

“Business Days” means a day other than a Saturday, Sunday or statutory holiday in Ontario.

“Business Hours” means the hours between 7:30 a.m. and 4:00 p.m. on a Business Day.

“Capital Projects” is defined in Section 4.7(a) of this Agreement.

“Change in Applicable Laws” means the enactment, adoption, promulgation, modification, issuance, repeal or amendment of any Applicable Laws that occur after the date this Agreement is executed by both Parties.

“Change Order” means the document shown in Schedule “H” describing the changes to the Agreement agreed to by both parties.

“Claim” means any claim, fine, penalty, liability, damages, loss and judgments (including but not limited to, costs and expenses incidental thereto).

“CPI Adjustment” means the percentage difference between the Statistics Canada Consumer Price Index, All Items (Ontario) (“CPI”) during September of the previous Year as compared to the CPI of September of the current Year. For example, the CPI Adjustment for Year 2018 is the CPI of September 2017 divided by the CPI of September 2016.

“Current Term” is defined in Section 1 under Schedule D of this Agreement.

“Crown” means Her Majesty the Queen in Right of Ontario.

“Drinking Water Quality Management Standard (DWQMS)” means the standard that sets out the minimum requirements for the operation of a drinking water system.

“Effective Date” is defined on Page 1 of this Agreement.

“Environmental Laws” means, any and all statutes, by-laws, regulations, permits, approvals, certificates of approval, licences, judgments, orders, judicial decisions, injunctions, and authorizations related to environmental matters or occupational health and safety and which are applicable to the operation of water and wastewater treatment facilities.

“ESA” means the Electrical Safety Authority.

“Facilities” is defined in Paragraph (b) of the Recitals to this Agreement and further described in Schedule A.

“Hydro Costs” means hydroelectricity costs due to the operation and maintenance of the Facilities.

“Indemnification Process” means the procedures a Party is required to follow to obtain indemnification:

- (a) upon receipt of a Claim, or notice of claim, the Indemnified Party shall immediately forward such Claim or notice of Claim to the Indemnifying Party;
- (b) if requested by the Indemnifying Party, the Indemnified Party shall provide all documentation relating to the Claim or notice of Claim;
- (c) the Indemnified Party shall take such steps necessary to protect its right to defend such Claim or notice of Claim and shall assign such right to the Indemnifying Party including any subrogation rights;
- (d) the Indemnifying Party shall not settle any Claim, or notice of Claim without the prior written consent of the Indemnified Party; and
- (e) the Indemnified Party shall have the right to take-over the defence of any Claim, or notice of Claim and the Indemnifying Party shall fully co-operate with such action.

“Indemnified Parties” is defined in Paragraph 3.3(a) of this Agreement.

“Indemnifying Party” means the Party responsible for dealing with any Claims and paying out any Claims.

“Initial Term” is defined in Section 4.1 of this Agreement.

“Insurance” is defined in Paragraph 2.7(a) and further described in Schedule E.

“Intellectual Property Rights” means any copyright, trademark, patent, registered design, design right, topography right, service mark, application to register any of the aforementioned rights, trade secret, rights in unpatented know-how, right of confidence and any other intellectual or industrial property rights of any nature whatsoever in any part of the world.

“Major Maintenance Expenditures” is defined in Paragraph 4.6(a) of this Agreement.

“MOECC” means the (Ontario) Ministry of the Environment and Climate Change.

“MOL” means the (Ontario) Ministry of Labour.

“Natural Gas Costs” means natural gas costs due to the operation and maintenance of the Facilities.

“OHSA” means the *Occupational Health and Safety Act*, R.S.O. 1990, c. O.1.

“Optional Services” means any services not included in the Annual Price that the Client and OCWA agree in writing to designate as “Optional Services” subject to Section 4.12.

“Outpost 5” means a remote monitoring and control system designed and constructed by OCWA and its consultants for the purpose of monitoring and controlling processes at water treatment facilities and their related parts.

“Overall Responsible Operator” means the person who will act as the overall responsible operator pursuant to Section 23 of O. Reg. 128/04 under the *Safe Drinking Water Act, 2002* (the “SDWA”) and Section 15 of O. Reg. 129/04 under the *Ontario Water Resources Act* (the “OWRA”) in respect of the Facilities.

“OWRA” means the *Ontario Water Resources Act*, R.S.O. 1990.

“Parties” is defined in Paragraph (d) of the Recitals to the Agreement.

“PDM” or **“Process Data Management”** means technology that allows process data to be entered into a format that can be viewed, manipulated and retrieved in the form of customized reports.

“Pre-existing Condition” is defined in Section 2.5 of this Agreement.

“Renewal Term” is defined in Section 4.1 of this Agreement.

“Routine Maintenance” means regular and/or repetitive activities recommended by the equipment or facility manufacturer or practices of a prudent operator to maintain the reasonably expected service life of the equipment and components thereof and includes preventative maintenance.

“SCADA” means Supervisory Control and Data Acquisition.

“SDWA” means the *Safe Drinking Water Act, 2002*, S.O. 2002 c.32.

“Service Fee” is defined and described in Schedule D.

“Services” is defined in Section 2.1 of this Agreement.

“Technology” is defined in Section 7.1 of this Agreement.

“Uncontrollable Circumstance” is defined in Paragraph 2.2(c) of this Agreement.

“Unexpected Expenses” is defined in Paragraph 4.8(a) of this Agreement.

“Utility Costs” means the costs of natural gas used in the operation of the Facilities.

“WMMS” or **“Work Management Maintenance System”** means a computer program used to determine a program of preventive maintenance activities for equipment in a facility based on a risk analysis that considers factors such as equipment life expectancy, present value and replacement cost.

“Year” means the three hundred and sixty-five (365) day period from January 1st to December 31st of the calendar year.

SCHEDULE C - The Services

A - Services for Water Treatment System

Part 1 - Services included in the Annual Price

OCWA will provide the following services:

1. **Staffing**

- (a) certified operator(s) to attend at the Facilities as required under normal operating conditions on Business Days and during Business Hours and supply other personnel as may be necessary to operate, maintain and manage the Facilities under normal operating conditions in compliance with the requirements of Applicable Laws, terms of an Agreement, including management, operation, routine maintenance, administration and reporting;
- (b) supply a certified operator(s), who will be on call 24 hours per day, 365 days per year to respond to emergency conditions in respect of the operation of the Facilities, any such response to be charged to the Client in accordance with Schedule D herein or by way of an annual set amount;
- (c) provide all necessary training and continuing education for staff to ensure the continued operation of the Facilities, in accordance with all Applicable Laws;
- (d) provide an Overall Responsible Operator for the Facilities;
- (e) investigate and respond to public complaints at the request of the client.

2. **Regulatory Reporting**

- (a) prepare and submit all reports to the Client and the MOECC respecting the operation and maintenance of the Facilities as required by the MOECC or any other regulatory agency or body having jurisdiction at the time of the Agreement;
- (b) accompany MOECC officials on inspections and provide all documentation required prior to and following inspection reports;
- (c) review any inspection reports prepared by the MOECC in respect of the Facilities and, subject to any approvals of the Client, either correct or negotiate with the MOECC amendments to a deficiency;
- (d) report to the Client and the MOECC non-compliance with a regulatory requirement;
- (e) maintain Drinking Water Quality Management System plan.

3. Reporting
OCWA shall provide a Facility performance report, within forty-five (45) days of the completion of each quarter or such other period as the Client and OCWA may agree upon.
4. Operations Manuals
 - (a) recommend to the Client, any section in the operating manuals that should be modified/changed to ensure that the operating manuals reflect the actual or revised approach to operating the Facilities; which recommendations may require third party assistance.
5. Initial Inventory
 - (a) develop and maintain an inventory of the Client's original equipment tools and attractables in place as of the effective date of the Agreement;
 - (b) develop an inventory of critical spare parts.
6. Change In Laws
 - (a) notify the Client of any modifications or changes to the Services or the Facilities required to comply with any Change in Laws and subject to Client approval make the required modifications or changes at an additional cost.
7. Facility Emergency Preparedness
 - (a) prepare and revise, as necessary, an Emergency Plan for the Facilities consistent with the requirements of the Applicable Laws and the Client's Emergency Plans;
 - (b) establish procedures for managing foreseeable emergencies or abnormal conditions affecting the Facilities.
8. General
 - (a) good housekeeping to maintain a safe work environment;
 - (b) provide security at the Facilities by maintaining the existing fences and gates and locking same and notifying the Client of the need for any repairs;
 - (c) provide mobile communications services.

9. Routine Operations & Maintenance

- (a) in providing routine operation of the Facilities, OCWA will conduct:
 - (i) visual inspection of all buildings, equipment and Facilities insofar as can be observed while these are in service;
 - (ii) instrumentation cleaning, verification of meters;
 - (iii) sampling and/or on-site analysis;
 - (iv) sample collection, preservation, packing and shipment for off-site analyses as required by Applicable Laws at the time of the commencement of this Agreement;
 - (v) laboratory sampling, analysis and reports as required by Applicable Laws at the time of the commencement of this Agreement;
 - (vi) coordination of chemical supply with chemical vendors;
 - (vii) checks and responses to alarms during Business Hours;
 - (viii) inspection of process control equipment to ensure proper operation;
 - (ix) maintenance of daily on-site logs and records, including process control log sheets, laboratory data log sheets, bypass reports and routine checklists as required by Applicable Laws;
 - (x) consolidation and processing of OCWA's internal operational data forms for statistical input into a reporting system for the quarterly and annual reports;
 - (xi) recording and analysis of flows, chemicals used, residuals and other process readings as required;
 - (xii) utilize Client's SCADA system (if applicable) for trending review and reporting, gap analysis, testing, and compliance;
 - (xiii) before November 30th (as per agreement 4.6(b), prepare a report outlining the foreseeable Major Maintenance Expenditures and Capital Projects required for the Facilities, complete with cost estimates for the Client's budgeting purposes;
 - (xiv) maintenance of vehicle(s) used in providing the services, including fuel and any other operating costs associated with such vehicle(s);
- (b) perform Routine Maintenance on the equipment used in the operation of the Facilities as specified in the maintenance management system;
- (c) utilize a maintenance management system which shall record information related to the maintenance of the Facilities.

B - Services for Water Distribution System

Part 1 - Services included in the Annual Price

OCWA will provide the following services:

1. Staffing

- (a) certified operator(s) to attend at the Facilities as required under normal operating conditions on Business Days and during Business Hours and supply other personnel as may be necessary to operate, maintain and manage the Facilities under normal operating conditions in compliance with the requirements of Applicable Laws, terms of an Agreement, including management, operation, routine maintenance, administration and reporting;
- (b) supply a certified operator(s), who will be on call 24 hours per day, 365 days per year to respond to emergency conditions in respect of the operation of the Facilities, any such response to be charged to the Client in accordance with Schedule D herein or by way of an annual set amount;
- (c) provide all necessary training and continuing education for staff to ensure the continued operation of the Facilities, in accordance with all Applicable Laws;
- (d) provide an Overall Responsible Operator for the Facilities.

2. Regulatory Reporting

- (a) prepare and submit all reports to the Client and the MOECC respecting the operation and maintenance of the Facilities as required by the MOECC or any other regulatory agency or body having jurisdiction at the time of the Agreement;
- (b) review any inspection reports prepared by the MOECC in respect of the Facilities and, subject to any approvals of the Client, either correct or negotiate with the MOECC amendments to a deficiency;
- (c) report to the Client and the MOECC non-compliance with a regulatory requirement;
- (d) maintain Drinking Water Quality Management System plan.

3. Reporting

OCWA shall provide a Facility performance report, within forty-five (45) days of the completion of each quarter or such other period as the Client and OCWA may agree upon.

4. Change In Laws

- (a) notify the Client of any modifications or changes to the Services or the Facilities required to comply with any Change in Laws and subject to Client approval make the required modifications or changes at an additional cost.

5. Facility Emergency Preparedness

- (a) prepare and revise, as necessary, an Emergency Plan for the Facilities consistent with the requirements of the Applicable Laws and the Client's Emergency Plans;
- (b) establish procedures for managing foreseeable emergencies or abnormal conditions affecting the Facilities.

6. General

- (a) good housekeeping to maintain a safe work environment;
- (b) provide security at the Facilities by maintaining the existing fences and gates and locking same and notifying the Client of the need for any repairs;
- (c) provide mobile communications services.

7. Operations & Maintenance

- (a) in providing routine operation of the Facilities, OCWA will conduct:
 - (i) visual inspection of all buildings, equipment and Facilities insofar as can be observed while these are in service;
 - (ii) instrumentation cleaning, verification of meters;
 - (iii) sampling and/or on-site analysis;
 - (iv) sample collection, preservation, packing and shipment for off-site analyses as required by Applicable Laws at the time of the commencement of this Agreement;
 - (v) laboratory sampling, analysis and reports as required by Applicable Laws at the time of the commencement of this Agreement;
 - (vi) checks and response to alarms during Business Hours;
 - (vii) inspection of process control equipment to ensure proper operation;

- (viii) maintenance of daily on-site logs and records, including process control log sheets, laboratory data log sheets, bypass reports and routine checklists as required by Applicable Laws;
 - (ix) consolidation and processing of OCWA's internal operational data forms for statistical input into a reporting system for the quarterly and annual reports;
 - (x) detection of significant water loss based on monitoring of flow readings, tower stand pipes and ground water reservoir's for levels and pressures;
 - (xi) recording and analysis of flows, residuals and other process readings as required;
 - (xii) before November 30th as per agreement 4.6(b), prepare a report outlining the foreseeable Major Maintenance Expenditures and Capital Projects required for the Facilities, complete with cost estimates for the Client's budgeting purposes;
 - (xiii) maintenance of vehicle(s) used in providing the services, including fuel and any other operating costs associated with such vehicle(s);
 - (xiv) flushing, opening, exercising and winterizing of water hydrants as required
 - (xv) main distribution shut-off valves exercising on a semi-annual basis;
 - (xvi) operation of the water towers;
- (b) implement and utilize a maintenance management system which shall record information related to the maintenance of the Facilities.

C – Services for Wastewater Treatment System

Part 1 – Services included in the Annual Price

OCWA will provide the following services:

1. Staffing

- (a) certified operator(s) to attend at the Facilities as required under normal operating conditions on Business Days and during Business Hours and supply other personnel as may be necessary to operate, maintain and manage the Facilities under normal operating conditions in compliance with the requirements of Applicable Laws, Agreement Terms and Scope of Work (SOW), including management, operation, routine maintenance, administration and reporting;
- (b) supply a certified operator(s), who will be on call 24 hours per day, 365 days per year to respond to emergency conditions in respect of the operation of the Facilities, any such response to be charged to the Client in accordance with Schedule D herein or by way of an annual set amount;
- (c) provide all necessary training and continuing education for staff to ensure the continued operation of the Facilities, in accordance with all Applicable Laws;
- (d) provide an Overall Responsible Operator for the Facilities.

2. Regulatory Reporting

- (a) prepare and submit all reports to the Client and the MOECC respecting the operation and maintenance of the Facilities as required by the MOECC or any other regulatory agency or body having jurisdiction at the time of the Agreement;
- (b) review any inspection reports prepared by the MOECC in respect of the Facilities and, subject to any approvals of the Client may correct or negotiate with the MOECC amendments to a deficiency;
- (c) report to the Client and the MOECC non-compliance with a regulatory requirement.

3. Reporting

OCWA shall provide a Facility performance report, within forty-five (45) days of the completion of each quarter or such other period as the Client and OCWA may agree upon.

4. Operations Manuals

- (a) recommend to the Client, any section in the operating manuals that should be modified/changed to ensure that the operating manuals reflect the actual or revised approach to operating the Facilities, which recommendations may require third party assistance.

5. Initial Inventory

- (a) develop and maintain inventory of the Client's original equipment tools and attractables in place as of the date of the Agreement;
- (b) develop and maintain an inventory of critical spare parts.

6. Change In Laws

- (a) notify the Client of any modifications or changes to the Services or the Facilities required to comply with any Change in Laws and subject to Client approval make the required modifications or changes at an additional cost.

7. Facility Emergency Preparedness

- (a) prepare and revise, as necessary, an Emergency Plan for the Facilities consistent with the requirements of the Applicable Laws and the Client's Emergency Plans;
- (b) establish procedures for managing foreseeable emergencies or abnormal conditions affecting the Facilities.

8. General

- (a) good housekeeping to maintain a safe work environment;
- (b) provide security at the Facilities by maintaining the existing fences and gates and locking same and notifying the Client of the need for any repairs;
- (c) provide mobile communications services.

9. Routine Operations & Maintenance

- (a) in providing routine operation of the Facilities, OCWA will conduct:
 - (i) visual inspection of all buildings, equipment and Facilities insofar as can be observed while these are in service;
 - (ii) instrumentation cleaning, verification of meters;
 - (iii) sampling and/or on-site analysis;
 - (iv) sample collection, preservation, packing and shipment for off-site analysis as required by Applicable Laws at the time of the commencement of this Agreement;

- (v) laboratory sampling, analysis and reports as required by Applicable Laws at the time of the commencement of this Agreement;
 - (vi) coordination of chemical supply with chemical vendors;
 - (vii) checks and response to alarms during Business Hours;
 - (viii) inspection of process control equipment to ensure proper operation;
 - (ix) maintenance of daily on-site logs and records, including process control log sheets, laboratory data log sheets, bypass reports and routine checklists as required by Applicable Laws;
 - (x) consolidation and processing of OCWA's internal operational data forms for statistical input into a reporting system for the quarterly and annual reports;
 - (xi) calculation, recording and analysis of the amount of wastewater treated as per regulation;
 - (xii) recording and analysis of flows, chemicals used, residuals and other process readings as required;
 - (xiii) monitor and adjust dosages of process chemicals;
 - (xiv) utilize Client's SCADA system (if applicable) for trending review and reporting, gap analysis, testing, and compliance;
 - (xv) before November 30th (as per agreement 4.6(b)) prepare a report outlining the foreseeable Major Maintenance Expenditures and Capital Projects required for the Facilities, complete with cost estimates for the Client's budgeting purposes;
 - (xvi) maintenance of vehicle(s) used in providing the services, including fuel and any other operating costs associated with such vehicle(s);
 - (xvii) removal of grit and screening;
- (b) perform routine preventive maintenance on the equipment used in the operation of the Facilities as specified in the maintenance management system;
 - (c) implement and utilize a maintenance management system which shall record information related to the maintenance of the Facilities.

D - Services for Wastewater Collection System

Part 1 - Services included in the Annual Price

OCWA will provide the following services:

1. Staffing

- (a) certified operator(s) to attend at the Facilities as required under normal operating conditions on Business Days and during Business Hours and supply other personnel as may be necessary to operate, maintain and manage the Facilities under normal operating conditions in compliance with the requirements of Applicable Laws, Agreement Terms and Scope of Work (SOW), including management, operation, routine maintenance, administration and reporting;
- (b) supply a certified operator(s), who will be on call 24 hours per day, 365 days per year to respond to emergency conditions in respect of the operation of the Facilities, any such response to be charged to the Client in accordance with Schedule D herein or by way of an annual set amount;
- (c) provide all necessary training and continuing education for staff to ensure the continued operation of the Facilities, in accordance with all Applicable Laws;
- (d) provide an Overall Responsible Operator for the Facilities.

2. Regulatory Reporting

- (a) prepare and submit all reports to the Client and the MOECC respecting the operation and maintenance of the Facilities as required by the MOECC or any other regulatory agency or body having jurisdiction at the time of the Agreement;
- (b) review any inspection reports prepared by the MOECC in respect of the Facilities and, subject to any approvals of the Client may correct or negotiate with the MOECC amendments to a deficiency;
- (c) report to the Client and the MOECC non-compliance with a regulatory requirement.

3. Reporting

OCWA shall provide a Facility performance report, within forty-five (45) days of the completion of each quarter or such other period as the Client and OCWA may agree upon.

4. Initial Inventory

- (a) develop inventory of the Client's original equipment tools and attractables in place as of the date of the Agreement;

- (b) develop inventory of critical spare parts.

5. Change In Laws

- (a) notify the Client of any modifications or changes to the Services or the Facilities required to comply with any Change in Laws and subject to Client approval make the required modifications or changes at an additional cost.

6. Facility Emergency Preparedness

- (a) prepare and revise, as necessary, an Emergency Plan for the Facilities consistent with the requirements of the Applicable Laws and the Client's Emergency Plans;
- (b) establish procedures for managing foreseeable emergencies or abnormal conditions affecting the Facilities.

7. General

- (a) good housekeeping to maintain a safe work environment;
- (b) provide security at the Facilities by maintaining the existing fences and gates and locking same and notifying the Client of the need for any repairs;
- (c) provide mobile communications services.

8. Routine Operations & Maintenance

- (a) in providing routine operation of the Facilities, OCWA will conduct:
 - (i) visual inspection of all buildings, equipment and Facilities insofar as can be observed while these are in service;
 - (ii) instrumentation cleaning, verification of meters;
 - (iii) sampling and/or on-site analysis;
 - (iv) sample collection, preservation, packing and shipment for off-site analysis as required by Applicable Laws at the time of the commencement of this Agreement;
 - (v) laboratory sampling, analysis and reports as required by Applicable Laws at the time of the commencement of this Agreement;
 - (vi) checks and response to alarms during Business Hours;
 - (vii) inspection of process control equipment to ensure proper operation;
 - (viii) maintenance of daily on-site logs and records, including process control log sheets, laboratory data log sheets, bypass reports and routine checklists as required by Applicable Laws;

- (ix) consolidation and processing of OCWA's internal operational data forms for statistical input into a reporting system for the quarterly and annual report;
 - (x) recording and analysis of flows, chemicals used, residuals and other process readings as required;
 - (xi) utilize Client's SCADA system (if applicable) for trending review and reporting, gap analysis, testing, and compliance;
 - (xii) before November 30th (as per agreement 4.6(b) prepare a report outlining the foreseeable Major Maintenance Expenditures and Capital Projects required for the Facilities, complete with cost estimates for the Client's budgeting purposes;
 - (xiii) maintenance of vehicle(s) used in providing the services, including fuel and any other operating costs associated with such vehicle(s);
- (b) perform routine preventive maintenance on the equipment used in the operation of the Facilities as specified in the maintenance management system;
- (c) implement and utilize a maintenance management system which shall record information related to the maintenance of the Facilities.

Part 2 - Optional Services (To Be Provided at the Request of the Client)

OCWA may provide additional services to the Client including but not limited to the Optional Services set out below:

1. Operation Related Services

- (a) operation manual updates;
- (b) maintenance and repair of sewage collection system, including but not limited to, smoke/dye testing, manhole inspections, rodding, CCTV inspections, and tree root removal/treatments;
- (c) sewer system locates as set out by applicable legislation and Ontario One Call;
- (d) new sewer service installation or connection inspection;
- (e) contract repair for sewer line breaks including road restoration;
- (f) inspection of repaired sewer services;
- (g) inspect and flush sanitary collection system, including sewers, manholes and clean outs;
- (h) high pressure sewer flushing;
- (i) acoustic pipe inspection;
- (j) infiltration surveys, sewer camera inspections;
- (k) adjust and leveling manholes;
- (l) biosolids removal from lagoon;
- (m) lagoon depth monitoring;
- (n) odour control system;
- (o) clean valve chambers and exercise valves as requested by the client .

2. Capital Projects Plans

- (a) prepare a Comprehensive Capital Projects Plan for the facility(ies).

3. Engineering Services

- (a) engineering services;
- (b) energy audits;
- (c) provide assistance and/or complete applicable funding applications;
- (d) financial plans.

4. Information Technology Services

- (a) SCADA development and maintenance.

SCHEDULE E - Insurance

A summary of the insurance coverage that OCWA will arrange in respect of the facilities is described below:

Property Insurance

Insured Perils: All Risks of direct physical loss or damage (including Flood and Earthquake) occurring during the term of this policy, except as hereinafter excluded.

Policy Limits:

- Replacement Value
- Extra expenses
- Expediting expenses

Insurable Values: Client reports facilities' value based on Replacement Cost. (Subject to Annual Review by the Client.)

Deductibles: Earthquake – 3% of the value of the property insured subject to a minimum of \$100,000.

A flood deductible based on the Total Insured Value (TIV) of the property insured applies to locations in the 100-year flood zones determined as follows:

Less than 1 million in TIV	\$50,000
1 million to 3.3 million in TIV	\$100,000
3.3 million to 5 million in TIV	\$125,000
5 million to 6.8 million in TIV	\$200,000
More than 6.8 million in TIV	3% of the property insured subject to a minimum of \$100,000

A flood deductible of \$50,000 applies to all other locations.
Sewer back-up and water damage deductible of \$50,000.
Except \$100,000 for locations in 100-year flood zones.

All Other Losses: \$5,000 based on the insurable value of the Facilities at the time of execution of this Agreement (except earthquake, flood and sewer back-up).

The above is subject to change on an annual basis.

Where the Client's property is repaired or replaced, the Client will pay the deductible. Where OCWA's property is repaired or replaced, OCWA will pay the deductible. In cases where both the Client's and OCWA's property is repaired or replaced, the

deductible will be paid by both the Client and OCWA *pro rata* in accordance with the total loss.

Property Insured: Property of every kind and description as declared except as excluded under the “Property Excluded” section of the policy. Marten River Fire Hall and UV Treatment unit is excluded from the property insurance provided by OCWA.

Boiler & Machinery Insurance

Coverage: Sudden & Accidental Breakdown of a Pressure, Mechanical, Electrical Object including Production Machinery as defined under the policy. Coverage applies to the loss of the “Object” itself and for loss to other insured property directly damaged by the “Accident”, except as excluded under the policy.

Limit: \$100,000,000 per Accident.

Deductibles: \$5,000 for Property Damage per Accident for the year 2019; subject to changes on an annual basis.

Where the Client’s property is repaired or replaced, the Client will pay the deductible. Where OCWA’s property is repaired or replaced, OCWA will pay the deductible. In cases where both the Client’s and OCWA’s property is repaired or replaced, the deductible will be paid by both the Client and OCWA *pro rata* in accordance with the total loss.

Automobile Insurance

Coverage: Automobile Liability for OCWA owned or leased vehicles.

Limit: \$5,000,000

Commercial General Liability Insurance

Coverage: Third party liability including legal fees, for property damage and/or bodily injury as caused by OCWA’s negligence arising out of OCWA’s operations of the Facilities.

Limit: \$5,000,000 per Occurrence.

Deductible: \$50,000 for the year 2019; subject to change on an annual basis.

Contractor’s Pollution Liability/Professional Liability Insurance

Coverage: Professional Liability: To pay on behalf of OCWA sums which OCWA shall become legally obligated to pay as damages and/or claims expense as a result of claims made first against OCWA, and reported to the insurer, in writing during the policy period, automatic extended reporting period (90 days), and by reason of any act, error or omission in professional services rendered or that should have been rendered by OCWA, or by any person for whose acts errors or omissions OCWA is legally responsible, and arising out of the conduct of OCWA's profession.

Pollution legal liability covering third party property damage and bodily injury and clean up costs for pollution conditions arising out of the performance of the services provided by OCWA.

Limit: \$10,000,000 per loss on a Claims Made basis with automatic, extended reporting periods for Pollution Liability. \$10,000,000 aggregate.

Limit: \$5,000,000 for Professional Liability Insurance

Deductible: \$50,000 for the year 2019; subject to change on an annual basis.

SCHEDULE F - List of Pre-Existing Conditions

As per Paragraph 3.1(e) of this Agreement, the following Pre-existing Conditions have been identified:

There are no known pre-existing conditions existing at the facilities which would affect OCWA's ability to operate the facilities in compliance with the terms of this agreement and applicable laws.

SCHEDULE G - Flows

Part 1: Changes in Flows

A significant change in flow means a flow that is 10% greater or 10% less than the Base Year Flow.

“Base Year Flow” means the annual average flow volume of the three (3) years immediately preceding the Initial Term or any Renewal Term, as may be applicable.

The Base Year Flow for Temagami North Water Treatment Facility for the Initial Term is 57,150 m³ per year.

The Base Year Flow for Temagami South Water Treatment Facility for the Initial Term is 54,630 m³ per year.

Part 2: Calculation of Flow Debit/Credit

A debit/credit amount equal to \$0.60 per m³ of water which is greater than/less than the applicable Base Year Flow for water treatment will be levied based on a significant change in flow (as per Part 1 above).

SCHEDULE H - Change Order Form

Ontario Clean Water Agency
Agence Ontarienne Des Eaux

Change Order Form

Change Being Requested			
Name of Change:			
Ontario Clean Water Agency (OCWA)	Per: _____ Name: _____ Title: _____	Date (YYYY/MM/DD):	
Client	Per: _____ Name: _____ Title: _____	Date (YYYY/MM/DD):	
Adjustment			
Check Appropriate Type of Change			
Apply (Y/N)	Type of Change:		
	Adjustment to Annual Price		
	Change to Service		
	Impact		
Adjustment to Annual Price			
Description – Attach Additional Documentation if Required			
Change in Services			
Description – Attach Additional Documentation if Required			
Cost Breakdown for Change in Services			
Item	Quantity	One-time Cost	Annual Cost
	Total Cost:		

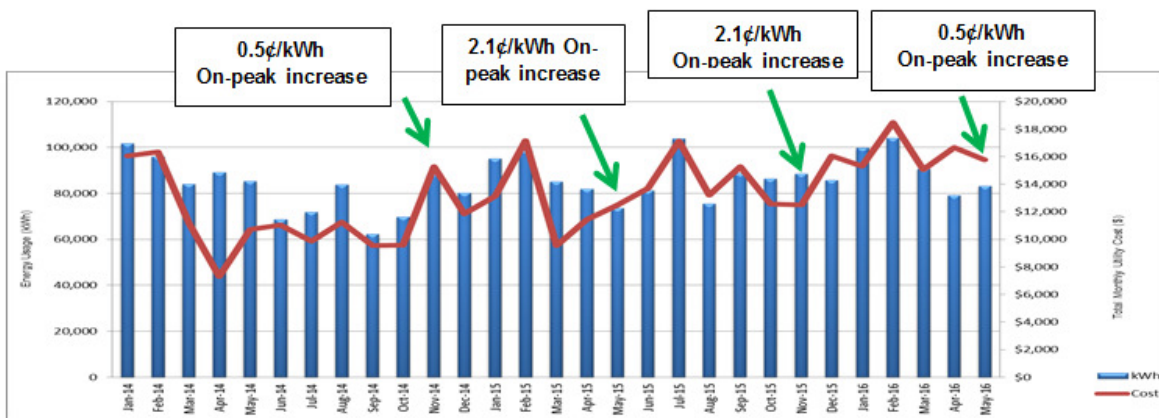
SCHEDULE I - Energy

OCWA will analyze the hydro bill information for electrical energy consumption and gas bills for natural gas consumption using available information such as energy and gas consumption charges, metered usage, adjusted usage, global adjustment, delivery, regulatory, debt retirement, demand, kW (kilowatts), kWh (kilowatt hours), kVA (kilovolt amperes), meter multipliers, adjustment factors, cubic meters etc.

OCWA will perform the following function with regards to hydro and gas bills using Hydro and Gas Bill Analysis template.

- load electricity and gas bills, record data
- verify costs, report information using graphical tools &
- assess/identify for new opportunities
- establish KPIs for internal and external benchmarking
-

OCWA will provide 3 quarterly that relating to energy consumption and projections for the next quarter and an year end annual report.



SCHEDULE J - Expenditure Request and Approval to Proceed

Northeastern Ontario Regional Hub

P.O. Box 513

1 Browning Street

HAILEYBURY ON

Phone: 705-672-5549

Fax: 705-672-2534

PART 1

Facility Name:			
Project Name:			
Project Number:		Estimated Project Start Date:	
Total Estimated Cost of the Project:	\$	Detailed Quote Attached:	<input type="checkbox"/> Yes <input type="checkbox"/> No

It is recognized that this is a budget estimate and the final price may vary. OCWA will provide additional justification where the final invoice price varies from the estimate by more than 10%

Type of Project:

- ☐ Maintenance Project
 ☐ Out of Scope Work
 ☐ Contingency
 ☐ Emergency
☐ Health & Safety

Description of Project or Expenditure:

--

Submission Prepared By:

Name (Print)	Signature	Date

Authorized Representative for the Municipality

PART 2**Approval to Proceed:**

- ☐ Approved
 ☐ Declined
 ☐ Deferred
 Reason if Declined or Deferred

--

The Ontario Clean Water Agency is authorized to proceed with the project/expenditure according to the description and cost estimate provided above. This may include but not limited to the hiring of sub-contractors, consulting firms, etc. as required. The Municipality agrees to pay OCWA the costs associated with this work upon its completion based on the terms of the Municipality's agreement with OCWA.

Approved By:

Name (Print)	Signature	Date

Authorized Representative for the Municipality

PART 3

OCWA Internal Use Only:			
Client PO / Project #:		Date:	
Project Start Date:		Project Completion Date:	
OCWA Invoice #		Date:	
OCWA Account Code:		OCWA Work Order #	

THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI

BY-LAW NO. 18-1412

Being a by-law to set the amounts for area-rated charges to be levied for municipal and environmental services for the year 2018.

WHEREAS under Section 391 of the Municipal Act, 2001, S.O., 2001, c.25, as amended, a municipality may pass by-laws imposing fees or charges on persons,

- (a) for services or activities provided or done by or on behalf of it;
- (b) for costs payable by it for services or activities provided or done by or on behalf of any other municipality or local board; and
- (c) for the use of its property including property under its control.

AND WHEREAS Council passed resolution 14-413 on the 28th day of August 2014, directing that that the Water/Sewer/Grinder Pump and Garbage Area Charges be dealt with in a separate by-law from the Annual User Fee By-law;

NOW THEREFORE the Council of the Corporation of the Municipality of Temagami hereby enacts as follows:

1. That the area-rated charges be set and adopted by Council as set out in Schedules "A" to "D", which are attached hereto and form part of this by-law;
2. That this By-law shall be cited as the "2018 Area-rated Charges By-law";
3. That the Clerk of the Municipality of Temagami 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 the final passing thereof;

BE TAKEN AS READ A FIRST time on this 26th day of July, 2018.

READ A SECOND AND THIRD time and finally passed this 26th day of July, 2018.

Mayor

Clerk

BY-LAW 18-1412

SCHEDULE "A"

**Water Charges
2018**

Base Rate - 2018 \$920.17
Base Rate - 2017 \$840.01

	Address	Name	Units	Amount
	Residential and Multi-residential		233.00	\$214,399.61
5	Bayview Lane	Tem NP Housing Ronnoco	10.00	\$9,201.70
11	Bayview Lane	Tem NP Housing Miniwasssi	20.00	\$18,403.40
5-A	Bayview Lane	Au Chateau	1.00	\$920.17
4	Birch Crescent	O N Tel Inc	1.00	\$920.17
5	Harmony Avenue	Roman Catholic Episcopal	1.50	\$1,380.26
12	Hazel Circle	OPP (ORC B11580)	1.00	\$920.17
14	Hazel Circle	OPP (ORC B11581)	1.00	\$920.17
6692	Highway 11 North	Temagami Petro Canada	6.50	\$5,981.11
6703	Highway 11 North	Temagami Trucking	1.00	\$920.17
6706	Highway 11 North	Orient Garden	2.50	\$2,300.43
6708	Highway 11 North	One Stop	2.50	\$2,300.43
6710	Highway 11 North	Busy Bee Restaurant	1.00	\$920.17
6714	Highway 11 North	Mackfalls	1.00	\$920.17
6715	Highway 11 North	ONR Train Station	1.00	\$920.17
6716	Highway 11 North	Century 21	1.00	\$920.17
6718	Highway 11 North	Canada Post	1.85	\$1,702.31
6722	Highway 11 North	Grocery Store	2.85	\$2,622.48
6723	Highway 11 North	Northland Traders	1.85	\$1,702.31
6725	Highway 11 North	Grants Home Hardware	1.00	\$920.17
6729	Highway 11 North	Village Mews	2.00	\$1,840.34
6730	Highway 11 North	Bank of Nova Scotia	1.00	\$920.17
6736	Highway 11 North	Temagami Auto Clinic	1.00	\$920.17
6	Lakeshore Drive	Temagami Outfitting	1.00	\$920.17
7	Lakeshore Drive	Welcome Centre	6.00	\$5,521.02
11	Lakeshore Drive	Temagami Outfitting	2.00	\$1,840.34
25	Lakeshore Drive	Lakeland Airways	2.85	\$2,622.48
113	Lakeshore Drive	Leisure Island	4.00	\$3,680.68
28 - 32	Lakeshore Drive	OPP (ORC B10291)	1.00	\$920.17
44A	Lakeshore Drive	Temagami Canoe Company	1.00	\$920.17
46 - 48	Lakeshore Drive	Public Works	1.00	\$920.17
	Lakeshore Drive	Water Treatment Plant	1.00	\$920.17
17	O'Connor Drive	Medical Centre / FHT	3.00	\$2,760.51
2	Parkwood Lane	Peacock Woodcraft	0.50	\$460.09
11	Parkwood Lane	Royal Canadian Legion	1.00	\$920.17
11	School Road	School (Mun of Temagami)	5.00	\$4,600.85
100A	Spruce Drive	Arena	5.00	\$4,600.85
7	Stevens Road	Ambulance	2.00	\$1,840.34
15	Stevens Road	Burrows Marine	1.00	\$920.17
5 & 9	Stevens Road	Fire Hall	2.00	\$1,840.34
51A	Stevens Road	Northland Paradise	5.00	\$4,600.85
58 & 61B	Stevens Road	Temagami Boat Livery	1.50	\$1,380.26
61A	Stevens Road	Temagami Boat Livery	1.39	\$1,279.04
2	Sunset Crescent	Lisa Lassman	3.00	\$2,760.51
3	Wildflower Lane	LCBO	1.00	\$920.17
	Total		347.79	\$320,025.94

BY-LAW 18-1412

SCHEDULE "A"

**Water Charges
2018**

Base Rate - 2018 \$891.42
Base Rate - 2017 \$840.01

	Address	Name	Units	Amount
	Residential and Multi-residential		233.00	\$207,700.86
5	Bayview Lane	Tem NP Housing Ronnoco	10.00	\$8,914.20
11	Bayview Lane	Tem NP Housing Miniwassi	20.00	\$17,828.40
5-A	Bayview Lane	Au Chateau	1.00	\$891.42
4	Birch Crescent	O N Tel Inc	1.00	\$891.42
5	Harmony Avenue	Roman Catholic Episcopal	1.50	\$1,337.13
12	Hazel Circle	OPP (ORC B11580)	1.00	\$891.42
14	Hazel Circle	OPP (ORC B11581)	1.00	\$891.42
6692	Highway 11 North	Temagami Petro Canada	6.50	\$5,794.23
6703	Highway 11 North	Temagami Trucking	1.00	\$891.42
6706	Highway 11 North	Orient Garden	2.50	\$2,228.55
6708	Highway 11 North	One Stop	2.50	\$2,228.55
6710	Highway 11 North	Busy Bee Restaurant	1.00	\$891.42
6714	Highway 11 North	Mackfalls	1.00	\$891.42
6715	Highway 11 North	ONR Train Station	1.00	\$891.42
6716	Highway 11 North	Century 21	1.00	\$891.42
6718	Highway 11 North	Canada Post	1.85	\$1,649.13
6722	Highway 11 North	Grocery Store	2.85	\$2,540.55
6723	Highway 11 North	Northland Traders	1.85	\$1,649.13
6725	Highway 11 North	Grants Home Hardware	1.00	\$891.42
6729	Highway 11 North	Village Mews	2.00	\$1,782.84
6730	Highway 11 North	Bank of Nova Scotia	1.00	\$891.42
6736	Highway 11 North	Temagami Auto Clinic	1.00	\$891.42
6	Lakeshore Drive	Temagami Outfitting	1.00	\$891.42
7	Lakeshore Drive	Welcome Centre	6.00	\$5,348.52
11	Lakeshore Drive	Temagami Outfitting	2.00	\$1,782.84
25	Lakeshore Drive	Lakeland Airways	2.85	\$2,540.55
113	Lakeshore Drive	Leisure Island	4.00	\$3,565.68
28 - 32	Lakeshore Drive	OPP (ORC B10291)	1.00	\$891.42
44A	Lakeshore Drive	Temagami Canoe Company	1.00	\$891.42
46 - 48	Lakeshore Drive	Public Works	1.00	\$891.42
	Lakeshore Drive	Water Treatment Plant	1.00	\$891.42
17	O'Connor Drive	Medical Centre / FHT	3.00	\$2,674.26
2	Parkwood Lane	Peacock Woodcraft	0.50	\$445.71
11	Parkwood Lane	Royal Canadian Legion	1.00	\$891.42
11	School Road	School (Mun of Temagami)	5.00	\$4,457.10
100A	Spruce Drive	Arena	5.00	\$4,457.10
7	Stevens Road	Ambulance	2.00	\$1,782.84
15	Stevens Road	Burrows Marine	1.00	\$891.42
5 & 9	Stevens Road	Fire Hall	2.00	\$1,782.84
51A	Stevens Road	Northland Paradise	5.00	\$4,457.10
58 & 61B	Stevens Road	Temagami Boat Livery	1.50	\$1,337.13
61A	Stevens Road	Temagami Boat Livery	1.39	\$1,239.07
2	Sunset Crescent	Lisa Lassman	3.00	\$2,674.26
3	Wildflower Lane	LCBO	1.00	\$891.42
	Total		347.79	\$310,025.94

BY-LAW 18-1412

Schedule "B"

**Sewer Charges
2018**

Base Rate - 2018 \$282.69
Base Rate - 2017 \$274.50

	Address	Name	Units	Amount
	Residential and Multi-residential		239.00	\$67,562.91
5	Bayview Lane	Tem NP Housing Ronnoco	10.00	\$2,826.90
11	Bayview Lane	Tem NP Housing Miniwassi	20.00	\$5,653.80
5-A	Bayview Lane	Au Chateau	1.00	\$282.69
4	Birch Crescent	O N Tel Inc	1.00	\$282.69
24	Finlayson Park Road	Finlayson Park	14.00	\$3,957.66
5	Harmony Avenue	Roman Catholic Episcopal	2.30	\$650.19
12	Hazel Circle	OPP (ORC B11580)	1.00	\$282.69
14	Hazel Circle	OPP (ORC B11581)	1.00	\$282.69
6612	Highway 11 North	Temagami Shores	8.00	\$2,261.52
6692	Highway 11 North	Temagami Petro Canada	6.50	\$1,837.49
6703	Highway 11 North	Temagami Trucking	1.00	\$282.69
6706	Highway 11 North	Orient Garden	2.50	\$706.73
6708	Highway 11 North	One Stop	2.70	\$763.26
6710	Highway 11 North	Busy Bee Restaurant	1.00	\$282.69
6714	Highway 11 North	Mackfalls	1.00	\$282.69
6715	Highway 11 North	ONR Train Station	1.00	\$282.69
6716	Highway 11 North	Century 21	1.00	\$282.69
6718	Highway 11 North	Canada Post	1.85	\$522.98
6722	Highway 11 North	Grocery Store	2.85	\$805.67
6723	Highway 11 North	Northland Traders	1.85	\$522.98
6725	Highway 11 North	Grants Home Hardware	1.00	\$282.69
6729	Highway 11 North	Village Mews	2.00	\$565.38
6730	Highway 11 North	Bank of Nova Scotia	1.00	\$282.69
6731	Highway 11 North	B & D Chip Stand	1.00	\$282.69
6736	Highway 11 North	Temagami Auto Clinic	1.00	\$282.69
6	Lakeshore Drive	Temagami Outfitting	1.00	\$282.69
7	Lakeshore Drive	Welcome Centre	6.00	\$1,696.14
11	Lakeshore Drive	Temagami Outfitting	2.00	\$565.38
25	Lakeshore Drive	Lakeland Airways	2.85	\$805.67
113	Lakeshore Drive	Leisure Island	4.50	\$1,272.11
28 - 32	Lakeshore Drive	OPP (ORC B10291)	3.00	\$848.07
44A	Lakeshore Drive	Temagami Canoe Company	1.00	\$282.69
46 - 48	Lakeshore Drive	Public Works	1.00	\$282.69
	Lakeshore Drive	Water Treatment Plant	1.00	\$282.69
17	O'Connor Drive	Medical Centre / FHT	3.00	\$848.07
11	Parkwood Lane	Royal Canadian Legion	1.00	\$282.69
11	School Road	School (Mun of Temagami)	5.00	\$1,413.45
100A	Spruce Drive	Arena	5.00	\$1,413.45
7	Stevens Road	Ambulance	2.00	\$565.38
15	Stevens Road	Burrows Marine	1.00	\$282.69
5 & 9	Stevens Road	Fire Hall	2.00	\$565.38
51A	Stevens Road	Northland Paradise	5.00	\$1,413.45
58 & 61B	Stevens Road	Temagami Boat Livery	1.55	\$438.17
61A	Stevens Road	Temagami Boat Livery	1.00	\$282.69
2	Sunset Crescent	Lisa Lassman	3.00	\$848.07
11	Wildflower Avenue	Krygsman (Church)	1.00	\$282.69
3	Wildflower Lane	LCBO	1.00	\$282.69
	Total		380.45	\$107,549.44

**BY-LAW 18-1412
Schedule "C"**

**Grinder Charges
2018**

Base Rate - 2018 \$553.10
Base Rate - 2017 \$550.00

	Address	Name	Units	Amount
	Residential and Multi-residential		98.00	\$54,203.80
5	Bayview Lane	Tem NP Housing Ronnoco	2.00	\$1,106.20
11	Bayview Lane	Tem NP Housing Miniwassi	2.00	\$1,106.20
24	Finlayson Park Road	Finlayson Park	2.00	\$1,106.20
5	Harmony Avenue	Roman Catholic Episcopal	1.00	\$553.10
6612	Highway 11 North	Temagami Shores	2.00	\$1,106.20
6692	Highway 11 North	Temagami Petro Canada	2.00	\$1,106.20
6703	Highway 11 North	Temagami Trucking	1.00	\$553.10
6706	Highway 11 North	Orient Garden	1.00	\$553.10
6708	Highway 11 North	One Stop	1.00	\$553.10
6710	Highway 11 North	Busy Bee Restaurant	2.00	\$1,106.20
6714	Highway 11 North	Mackfalls	2.00	\$1,106.20
6715	Highway 11 North	ONR Train Station	1.00	\$553.10
6716	Highway 11 North	Century 21	0.50	\$276.55
6718	Highway 11 North	Canada Post	0.50	\$276.55
6722	Highway 11 North	Grocery Store	0.50	\$276.55
6723	Highway 11 North	Northland Traders	1.00	\$553.10
6725	Highway 11 North	Grants Home Hardware	1.00	\$553.10
6729	Highway 11 North	Village Mews	2.00	\$1,106.20
6730	Highway 11 North	Bank of Nova Scotia	1.00	\$553.10
6731	Highway 11 North	B & D Chip Stand	0.50	\$276.55
6736	Highway 11 North	Temagami Auto Clinic	1.00	\$553.10
6	Lakeshore Drive	Temagami Outfitting	1.00	\$553.10
7	Lakeshore Drive	Welcome Centre	3.00	\$1,659.30
25	Lakeshore Drive	Lakeland Airways	1.50	\$829.65
113	Lakeshore Drive	Leisure Island	1.50	\$829.65
28 - 32	Lakeshore Drive	OPP (ORC B10291)	1.00	\$553.10
46 - 48	Lakeshore Drive	Public Works	1.00	\$553.10
	Lakeshore Drive	Water Treatment Plant	1.00	\$553.10
17	O'Connor Drive	Medical Centre / FHT	1.00	\$553.10
11	Parkwood Lane	Royal Canadian Legion	0.50	\$276.55
11	School Road	School (Mun of Temagami)	2.00	\$1,106.20
7	Stevens Road	Ambulance	1.00	\$553.10
15	Stevens Road	Burrows Marine	1.00	\$553.10
5 & 9	Stevens Road	Fire Hall	1.00	\$553.10
51A	Stevens Road	Northland Paradise	2.00	\$1,106.20
58 & 61B	Stevens Road	Temagami Boat Livery	3.00	\$1,659.30
61A	Stevens Road	Temagami Boat Livery	2.00	\$1,106.20
2	Sunset Crescent	Lisa Lassman	1.00	\$553.10
11	Wildflower Avenue	Krygsman (Church)	1.00	\$553.10
3	Wildflower Lane	LCBO	1.00	\$553.10
	Total		151.50	\$83,794.65

BY-LAW 18-1412

Schedule "D"

**Garbage Pickup Charges
2018**

Base Rate - 2018 \$79.86
Base Rate - 2017 \$75.20

	Address	Name	Units	Amount
	Residential and Multi-residential		304.00	\$24,277.44
5	Bayview Lane	Tem NP Housing Ronnoco	10.00	\$798.60
11	Bayview Lane	Tem NP Housing Miniwassi	20.00	\$1,597.20
5-A	Bayview Lane	Au Chateau	2.00	\$159.72
4	Birch Crescent	O N Tel Inc	2.00	\$159.72
5	Harmony Avenue	Roman Catholic Episcopal	1.00	\$79.86
12	Hazel Circle	OPP (ORC B11580)	1.00	\$79.86
14	Hazel Circle	OPP (ORC B11581)	1.00	\$79.86
6612	Highway 11 North	Temagami Shores	2.00	\$159.72
6692	Highway 11 North	Temagami Petro Canada	8.00	\$638.88
6703	Highway 11 North	Temagami First Nation EDO	2.00	\$159.72
6706	Highway 11 North	Orient Garden	2.00	\$159.72
6708	Highway 11 North	One Stop	2.00	\$159.72
6710	Highway 11 North	Busy Bee Restaurant	2.00	\$159.72
6714	Highway 11 North	Spooner Building	2.00	\$159.72
6715	Highway 11 North	ONR Train Station	2.00	\$159.72
6716	Highway 11 North	Century 21	2.00	\$159.72
6718	Highway 11 North	Canada Post	2.00	\$159.72
6722	Highway 11 North	Grocery Store	4.00	\$319.44
6723	Highway 11 North	Northland Traders	2.00	\$159.72
6725	Highway 11 North	Grants Home Hardware	2.00	\$159.72
6729	Highway 11 North	Village Mews	2.00	\$159.72
6730	Highway 11 North	Bank of Nova Scotia	2.00	\$159.72
6731	Highway 11 North	B & D Chip Stand	2.00	\$159.72
6736	Highway 11 North	Temagami Auto Clinic	2.00	\$159.72
6	Lakeshore Drive	Temagami Outfitting	2.00	\$159.72
7	Lakeshore Drive	Welcome Centre	6.00	\$479.16
11	Lakeshore Drive	Temagami Outfitting	2.00	\$159.72
25	Lakeshore Drive	Lakeland Airways	2.00	\$159.72
113	Lakeshore Drive	Leisure Island	2.00	\$159.72
28 - 32	Lakeshore Drive	OPP (ORC B10291)	2.00	\$159.72
44A	Lakeshore Drive	Temagami Canoe Company	2.00	\$159.72
46 - 48	Lakeshore Drive	Public Works	2.00	\$159.72
	Lakeshore Drive	Water Treatment Plant	2.00	\$159.72
17	O'Connor Drive	Medical Centre / FHT	2.00	\$159.72
2	Parkwood Lane	Peacock Woodcraft	2.00	\$159.72
11	Parkwood Lane	Royal Canadian Legion	1.00	\$79.86
11	School Road	School (Mun of Temagami)	4.00	\$319.44
100A	Spruce Drive	Arena	5.00	\$399.30
7	Stevens Road	Ambulance	2.00	\$159.72
15	Stevens Road	Burrows Marine	2.00	\$159.72
5 & 9	Stevens Road	Fire Hall	2.00	\$159.72
51A	Stevens Road	Northland Paradise	2.00	\$159.72
58 & 61B	Stevens Road	Temagami Boat Livery	2.00	\$159.72
61A	Stevens Road	Temagami Boat Livery	1.00	\$79.86
2	Sunset Crescent	Lisa Lassman	3.00	\$239.58
52	Temagami Marine Road	Temagami Marine	4.00	\$319.44
11	Wildflower Avenue	Krygsman (Church)	1.00	\$79.86
3	Wildflower Lane	LCBO	2.00	\$159.72
85	Milne Sherman Received	Longshot	2.00	\$159.72
	Total		442.00	\$35,298.12

BY-LAW 18-1412

Schedule "D"

**Garbage Pickup Charges
2018**

Base Rate - 2018 \$80.78
Base Rate - 2017 \$75.20

	Address	Name	Units	Amount
	Residential and Multi-residential		304.00	\$24,557.12
5	Bayview Lane	Tem NP Housing Ronnoco	10.00	\$807.80
11	Bayview Lane	Tem NP Housing Miniwassi	20.00	\$1,615.60
5-A	Bayview Lane	Au Chateau	2.00	\$161.56
4	Birch Crescent	O N Tel Inc	2.00	\$161.56
5	Harmony Avenue	Roman Catholic Episcopal	2.00	\$161.56
12	Hazel Circle	OPP (ORC B11580)	1.00	\$80.78
14	Hazel Circle	OPP (ORC B11581)	1.00	\$80.78
6612	Highway 11 North	Temagami Shores	2.00	\$161.56
6692	Highway 11 North	Temagami Petro Canada	8.00	\$646.24
6703	Highway 11 North	Temagami First Nation EDO	2.00	\$161.56
6706	Highway 11 North	Orient Garden	2.00	\$161.56
6708	Highway 11 North	One Stop	2.00	\$161.56
6710	Highway 11 North	Busy Bee Restaurant	2.00	\$161.56
6714	Highway 11 North	Spooner Building	2.00	\$161.56
6715	Highway 11 North	ONR Train Station	2.00	\$161.56
6716	Highway 11 North	Century 21	2.00	\$161.56
6718	Highway 11 North	Canada Post	2.00	\$161.56
6722	Highway 11 North	Grocery Store	6.00	\$484.68
6723	Highway 11 North	Northland Traders	2.00	\$161.56
6725	Highway 11 North	Grants Home Hardware	2.00	\$161.56
6729	Highway 11 North	Village Mews	2.00	\$161.56
6730	Highway 11 North	Bank of Nova Scotia	2.00	\$161.56
6731	Highway 11 North	B & D Chip Stand	2.00	\$161.56
6736	Highway 11 North	Temagami Auto Clinic	2.00	\$161.56
6	Lakeshore Drive	Temagami Outfitting	2.00	\$161.56
7	Lakeshore Drive	Welcome Centre	2.00	\$161.56
11	Lakeshore Drive	Temagami Outfitting	2.00	\$161.56
25	Lakeshore Drive	Lakeland Airways	2.00	\$161.56
113	Lakeshore Drive	Leisure Island	2.00	\$161.56
28 - 32	Lakeshore Drive	OPP (ORC B10291)	2.00	\$161.56
44A	Lakeshore Drive	Temagami Canoe Company	2.00	\$161.56
46 - 48	Lakeshore Drive	Public Works	2.00	\$161.56
	Lakeshore Drive	Water Treatment Plant	2.00	\$161.56
17	O'Connor Drive	Medical Centre / FHT	2.00	\$161.56
2	Parkwood Lane	Peacock Woodcraft	2.00	\$161.56
11	Parkwood Lane	Royal Canadian Legion	2.00	\$161.56
11	School Road	School (Mun of Temagami)	2.00	\$161.56
100A	Spruce Drive	Arena	2.00	\$161.56
7	Stevens Road	Ambulance	2.00	\$161.56
15	Stevens Road	Burrows Marine	2.00	\$161.56
5 & 9	Stevens Road	Fire Hall	2.00	\$161.56
51A	Stevens Road	Northland Paradise	2.00	\$161.56
58 & 61B	Stevens Road	Temagami Boat Livery	2.00	\$161.56
61A	Stevens Road	Temagami Boat Livery	2.00	\$161.56
2	Sunset Crescent	Lisa Lassman	3.00	\$242.34
52	Temagami Marine Road	Temagami Marine	2.00	\$161.56
11	Wildflower Avenue	Krygsman (Church)	2.00	\$161.56
3	Wildflower Lane	LCBO	2.00	\$161.56
85	Milne Sherman Received	Longshot	2.00	\$161.56
	Total		437.00	\$35,300.86

Integrity Commissioner's Report

To Mayor and Council – The Corporation of the Municipality of Temagami

Date: Monday July 23, 2018

Complaint #: 2018-01

Request for Investigation – Code of Conduct for Members of Council – Schedule A to By-law 13-1138, Appendix B (Copy of signed affidavit attached to report)

Date: 11 April 2018

Name of Requester (Complainant): Jamie Koistinen

Name of member of Council or local board who is alleged to have contravened Code of Conduct: Councillor Ron Prefasi

Sections of Code Alleged to have been contravened: Not Specifically Stated

The Key Facts:

Stated "detailed in attached formal complaint 5 pages and attachments". A copy is attached to this report. The essence of the complaint is allegations by Ms. Koistinen of being "personally slighted by Councillor Prefasi's erroneous rant on his social media page". Ms. Koistinen advised the Integrity Commissioner she was referencing a posting on Councillor Prefasi's Facebook page "Temagami Ron Prefasi – Your Voice Matters", made on Saturday March 17, 2018. The opening statement prefacing this entry read, "The Municipality of Temagami is facing an emergency". This posting is pages 6 and 7 of Ms. Koistinen's complaint and the authenticity of this posting was confirmed by Councillor Prefasi.

Copies of Documents and Records Relevant to Requested Inquiry:

Attachments included:

1. Copy of letter allegedly posted on Councillor Ron Prefasi's Facebook site – "Temagami Ron Prefasi: Your Voice Matters"
2. Eleven pages downloaded from "Temagami Ron Prefasi: Your Voice Matters" – date 10/03/2018.
3. Temagami First Nation Community Bulletin RE: Ice Road Closure – Contractor Camp (date in bulletin – Tuesday March 20th)

**Copy of The Corporation of the Municipality of Temagami By-law No. 13-1138;
Schedule A to By-law 13-1138, Appendix A – Confidentiality Agreement and Appendix
B – for of Affidavit – attached to this report.**

The Integrity Commissioner advised the parties that this inquiry would be restricted to the Code of Conduct and would not consider allegations of violations of the Human Rights Code, the Charter of Rights and Freedoms (Canada), allegations of violations of the Conflict of Interest Act, any other laws or of the Municipality's Procedural By-law.

For Reference: Section 3 of the Code of Conduct – Purpose

The Purpose section in the Code of Conduct states that "The Code of Conduct for Members of Council and related Policies identify the Municipality's expectations of Members and establishes guidelines for appropriate conduct to ensure that:

- The decision-making process of the Council is transparent, accessible and equitable.
- Independent, impartial decision-making considers the best interests of the entire Municipality as envisioned in the Oath of Office;
- Communications are open, honest, consistent, respectful, consultative and inclusive;
- Private interests, real or perceived, are kept separate from public responsibilities;
- Respect and support for others, including other Council members, members of municipal staff and members of the public, is maintained.

Allegation of Violation Deemed to be of Section 3 of the Code of Conduct – Purpose

Councillor Prefasi told the Integrity Commissioner he had no knowledge that his comment about "treating taxpayers more harshly than we treat non-taxpayers" in his pdf letter attached to his Facebook page "Temagami Ron Prefasi – Your Voice Matters", made on Saturday March 17, 2018, could reference members of a First Nation.

Councillor Prefasi told the Integrity Commissioner that he has never heard of anyone referencing First Nation members as non-taxpayers. Just prior to this phrase in this letter, Councillor Prefasi stated that "It's about whether we turn a blind eye to the actions of one segment of the area's population that is using the infrastructure in the municipality without cost."

Councillor Prefasi indicated he posted an apology to Temagami First Nations members on his Facebook page and sent an apology to each member of the Temagami First Nation Council and their Chief but that he did not send a letter of apology or apologize directly to Ms. Koistinen who is the complainant.

Assessment:

Councillor Prefasi's comments about "treating taxpayers more harshly than we treat non-taxpayers" and "It's about whether we turn a blind eye to the actions of one segment of the area's population that is using the infrastructure in the municipality without cost", were reasonably interpreted Ms. Koistinen as referencing members of a First Nation.

Councillor Prefasi's comment about "treating taxpayers more harshly than we treat non-taxpayers" was interpreted by Ms. Koistinen as referencing members of a First Nation.

Councillor Prefasi made no comments or references directly to Ms. Koistinen on his Facebook page "Temagami Ron Prefasi – Your Voice Matters" on Saturday March 17, 2018 and no comments or references directly to Ms. Koistinen in the pdf attachment "The Municipality of Temagami is facing an emergency".

Violation of Code of Conduct

Councillor Prefasi violated the Code of Conduct by indirectly disrespecting Ms. Koistinen by his remarks in his Facebook posting "Temagami Ron Prefasi – Your Voice Matters" on Saturday March 17, 2018 and in the pdf letter attached to the posting "The Municipality of Temagami is facing an emergency".

For Reference: Section 4.3 of the Code of Conduct – Representation

The Representation section in the Code of Conduct states that "No member other than the Mayor shall purport to speak on behalf of Council unless he or she is authorized by the Council to do so. A Member may express disagreement with a decision of the Council, but shall make it clear that he or she is expressing a personal opinion and/or the opinion of one or more of his or her constituents."

Allegation of Violation Deemed to be of Section 4.3 of the Code of Conduct – Representation

Councillor Prefasi is of the opinion that his Facebook page is "not Councillor Prefasi's social media page" but is a personal social media page. The opening statement prefacing the entry read, "Wearing my councillor's hat this morning". This remark was followed by, "Three large oversized trailers are scheduled to use the Access Road sometime this week to get to the TFN's ice road. The Municipality was made aware of this through a post on my Facebook page. Public Works correspondence with the TFN's Capital Projects Manager regarding the necessity of obtaining Municipal permits for oversized loads has gone unanswered, so it prompted me to send the attached letter to our Mayor and Council outlining my concerns and the necessity for a meeting with the TFN to discuss the parameters required for moving large loads such as this and to resolve the

issues amicably. This is a clear indication of why I believe the present Memorandum of Understanding between the TFN and the Municipality is not working effectively.” The pdf attachment was titled, “The Municipality of Temagami is facing an emergency”.

Assessment:

Councillor Prefasi confirmed to the Integrity Commissioner that the opening statement prefacing his entry on his Facebook page “Temagami Ron Prefasi – Your Voice Matters” read, “Wearing my councillor’s hat this morning.

Councillor Prefasi told the Integrity Commissioner that it was unfortunate that he posted this letter. He advised the Integrity Commissioner that his posting was his “perspective as a Councillor”.

Councillor Prefasi stated his letter was originally intended and sent to the Mayor and Council outlining his concerns and the necessity for a meeting with the Temagami First Nation to discuss the parameters required for moving large loads and to resolve the issues amicably. Councillor Prefasi stated he posted this letter as a means to pressure Council to do something about safety.

Ms. Koistinen interpreted Councillor Prefasi’s remarks as being related to his role as a Councillor and not as a private citizen.

Councillor Prefasi made no statement on his social media page “Temagami Ron Prefasi – Your Voice Matters” or in the pdf letter attached to this posting on Saturday March 17, 2018, that he was expressing disagreement with a decision of the Council.

Councillor Prefasi made no comment on his social media page “Temagami Ron Prefasi – Your Voice Matters” or in the pdf letter attached to this posting on Saturday March 17, 2018, that he was expressing a personal opinion.

Violation of Code of Conduct

Councillor Prefasi violated the Code of Conduct by posting comments on his Facebook page “Temagami Ron Prefasi – Your Voice Matters” that reasonably could have been interpreted as speaking on behalf of Council.

This report is submitted by: **Antoinette Blunt MPA, CHRL, CHRE, FHRPA**

Appointed by resolution at the Municipality of Temagami Council Meeting on Tuesday June 19, 2018 as follows:

MOVED BY: B. Koski

SECONDED BY: C. Lowery

BE IT RESOLVED THAT Council receive correspondence from Jamie Koistinen of the Temagami First Nation regarding a Code of Conduct complaint regarding Councillor Prefasi's Facebook posts;

AND FURTHER THAT Council exercise its authority under section 223 of the Municipal Act 2001, as amended (the Act) to appoint an Integrity Commissioner who would be responsible for performing an independent investigation and reporting back to Council;

AND FURTHER THAT Council hereby appoints Antoinette Blunt as the Integrity Commissioner to perform the investigation on this matter.

Integrity Commissioner's Report

To Mayor and Council – The Corporation of the Municipality of Temagami

Date: Monday July 23, 2018

Complaint #: 2018-02

Request for Investigation – Code of Conduct for Members of Council – Schedule A to By-law 13-1138, Appendix B (Copy of signed affidavit attached to report)

Date: 18 June 2018

Name of Requester (Complainant): Councillor Ron Prefasi

Name of member of Council or local board who is alleged to have contravened Code of Conduct: Councillor/Deputy Mayor Brian Koski

Sections of Code Alleged to have been contravened: Sections 1, 2, 3, 4.1, 4.2, and 4.4

The Key Facts:

Councillor Prefasi attached a letter to his Affidavit dated Saturday June 16, 2018. The first incident Councillor Prefasi has noted is that the "Deputy Mayor of Temagami, Brian Koski, has contravened the above noted sections and the key facts that lead me to that belief are as evidenced in the April 17, 2018 Committee of the Whole meeting audio recording and that the Deputy Mayor's comments during that meeting. I was in attendance at that meeting."

The second incident Councillor Prefasi has noted is a contravention of the sections of the Code of Conduct noted above and the "key facts that lead me to that belief are as evidenced in the June 11, 2018 Special Meeting of Council audio recording.

In the letter of Saturday June 16, 2018, Councillor Prefasi provides a number of statements of additional examples of allegations of violations of the Code of Conduct. Appendix 1 to Councillor Prefasi's letter is his notes of statements made during the April 17, 2018 Committee of the Whole Meeting relating to a Temagami First Nation resolution regarding the Code of Conduct complaint filed against Councillor Prefasi.

Copies of Documents and Records Relevant to Requested Inquiry:

There were no other documents or records provided.

Copy of The Corporation of the Municipality of Temagami By-law No. 13-1138; Schedule A to By-law 13-1138, Appendix A – Confidentiality Agreement and Appendix B – for of Affidavit – attached to this report.

The Integrity Commissioner advised the parties that this inquiry would be restricted to the Code of Conduct and would not consider allegations of violations of the Human Rights Code, the Charter of Rights and Freedoms (Canada), allegations of violations of the Conflict of Interest Act, any other laws or of the Municipality's Procedural By-law.

For Reference: Section 3 of the Code of Conduct – Purpose

The Purpose section in the Code of Conduct states that "The Code of Conduct for Members of Council and related Policies identify the Municipality's expectations of Members and establishes guidelines for appropriate conduct to ensure that:

- The decision-making process of the Council is transparent, accessible and equitable.
- Independent, impartial decision-making considers the best interests of the entire Municipality as envisioned in the Oath of Office;
- Communications are open, honest, consistent, respectful, consultative and inclusive;
- Private interests, real or perceived, are kept separate from public responsibilities;
- Respect and support for others, including other Council members, members of municipal staff and members of the public, is maintained.

Allegation of Violation Deemed to be of Section 3 of the Code of Conduct – Purpose

Councillor Prefasi stated that at a Special Council Meeting on June 11, 2018, Part 2 after the Closed Session, Councillor Koski asked a question of a candidate that he identified as Debby Burrows. While Councillor Prefasi stated that audio recording of this meeting was not posted at the time he submitted his complaint, it was subsequently posted.

At this Special Council Meeting on June 11, 2018, Part 2 after the Closed Session, Councillor Koski asked, "Can we ask some questions of former Councillor Burrows?"¹.

Mayor Hunter responded that she would need "unanimous consent from Council"² to do that and that Debby Burrows would have to agree to answer questions.

¹ Reference Audio Recording: Special Council Meeting on June 11, 2018, Part 2 after the Closed Session

² Reference Audio Recording: Special Council Meeting on June 11, 2018, Part 2 after the Closed Session

With consent and Ms. Burrows agreement, Councillor Koski asked, “We have a delayed Code of Conduct against a Councillor. What is your position on that?”³ Ms. Burrows asked Councillor Koski if he was “speaking of the one that’s been formed by a taxpayer/ratepayer”⁴ to which Councillor Koski responded “Yes; a ratepayer and an employee in the employment of Bear Island as well; Temagami First Nation.”⁵ Councillor Prefasi stated he believed this “was undue influence and abuse of power as Deputy Mayor.”⁶

Councillor Koski told the Integrity Commissioner that he had attempted to contact Debby Burrows by phone and she would not answer his calls and that when he told Councillor Prefasi of this, Debby Burrows called him “immediately afterwards”.

Ms. Burrows told the Integrity Commissioner that in the telephone conversation she had with Councillor Koski prior to the Special Council Meeting on June 11, 2018, Part 2 after the Closed Session, Councillor Koski asked her if she would “support bringing in an Integrity Commissioner regarding a Code of Conduct complaint”. Ms. Burrows told the Integrity Commissioner that she “already knew it was about Ron Prefasi.”

Assessment:

At the Special Council Meeting on June 11, 2018, Part 2 after the Closed Session, Councillor Koski asked Debby Burrow’s her opinion about the Code of Conduct complaint filed by Ms. J. Koistinen against Councillor Ron Prefasi.

Violation of Section 3 of the Code of Conduct – Purpose

Councillor Koski violated Section 3 of the Code of Conduct – Purpose by failing to ensure that “The decision-making process of the Council is transparent, accessible and equitable”.

Councillor Koski violated Section 3 of the Code of Conduct – Purpose by failing to ensure “Independent, impartial decision-making considers the best interests of the entire Municipality as envisioned in the Oath of Office.”

For Reference: Section 5.4 Allegations of a Serious Nature

For reasonable allegations of infractions of a serious nature, the CAO shall bring the matter to the Mayor and Council. Council shall give the Member the opportunity to respond to the allegation. Then Council shall decide whether or not to exercise its

³ Reference Audio Recording: Special Council Meeting on June 11, 2018, Part 2 after the Closed Session

⁴ Reference Audio Recording: Special Council Meeting on June 11, 2018, Part 2 after the Closed Session

⁵ Reference Audio Recording: Special Council Meeting on June 11, 2018, Part 2 after the Closed Session

⁶ Reference Audio Recording: Special Council Meeting on June 11, 2018, Part 2 after the Closed Session

authority under Section 223 of the Municipal Act 2001, as amended (the Act) to appoint an Integrity Commissioner who would be responsible for performing an independent investigation and reporting back to Council. Consideration of whether or not to appoint an Integrity Commissioner to investigate the allegations shall be done in an open council meeting when the matters discussed deal only with the conduct of the member in the course of his or her professional duties as a member of Council and do not fall within the exceptions to the open meeting requirements. In completing his or her investigation and reporting to Council, the Integrity Commissioner shall have the powers and duties, including the duty of confidentiality, as set out in the Act.

Allegation of Violation Deemed to be of Section 5.4 Allegations of a Serious Nature

The process for proceeding with a complaint as outlined in Schedule A to By-law 13-1138 is vague. However, in section 5.4, it does state that “Council shall give the Member the opportunity to respond to the allegation”, but no specific time frame is stated.

With respect to the Council in Committee of the Whole Meeting on Tuesday April 17, 2018, various Councillors gave their opinion as to the process of proceeding with dealing with the complaint filed by Ms. J. Koistinen. Councillor O’Mara stated that in fairness, and as part of the process, Councillor Prefasi should be “given some time”⁷ and an “opportunity to respond”⁸ to the complaint filed by Ms. J. Koistinen. Councillor O’Mara also stated that he did not know if Councillor Prefasi was in a position to respond tonight.

Mayor Hunter stated that she assumed “this was the time”⁹ but if Council felt differently she wanted to hear about it. Mayor Hunter stated she and the Clerk decided this was “an important decision and she was going to “support going to an Integrity Commissioner”¹⁰. Councillor Harding stated that Council should not “rush into a decision at this time” and that it had not “been a week”¹¹, referencing the time since the complaint had been received.

At the Council in Committee of the Whole Meeting on Tuesday April 17, 2018, Councillor Koski stated that we (Council) “need to go to a third party which is the Integrity Commissioner” and “we need to go right now”¹².

Councillor Koski told the Integrity Commissioner he “wanted to go to the Integrity Commissioner.”

⁷ Reference Audio Recording: Council in Committee of the Whole Meeting on Tuesday April 17, 2018

⁸ Reference Audio Recording: Council in Committee of the Whole Meeting on Tuesday April 17, 2018

⁹ Reference Audio Recording: Council in Committee of the Whole Meeting on Tuesday April 17, 2018

¹⁰ Reference Audio Recording: Council in Committee of the Whole Meeting on Tuesday April 17, 2018

¹¹ Reference Audio Recording: Council in Committee of the Whole Meeting on Tuesday April 17, 2018

¹² Reference Audio Recording: Council in Committee of the Whole Meeting on Tuesday April 17, 2018

Councillor Prefasi told the Integrity Commissioner that he believed Councillor Koski was “pre-judging” his “guilt” by saying “take it to the Integrity Commissioner right now”.

Assessment:

Councillor Koski should have known and considered, that according to the Code of Conduct in section 5.4, it does state that “Council shall give the Member the opportunity to respond to the allegation” and this had not occurred.

Violation of Section 5.4 Allegations of a Serious Nature

Councillor Koski violated the Code of Conduct in section 5.4, Allegations of a Serious Nature, by recommending the appointment of an Integrity Commissioner prior to Councillor Prefasi being given an opportunity to respond to the allegations in the complaint submitted by Ms. J. Koistinen.

This report is submitted by: **Antoinette Blunt MPA, CHRL, CHRE, FHRPA**

Appointed by resolution at the Municipality of Temagami Council Meeting on June 28, 2018 Part 2 of 2.

MOVED BY R. Prefasi

SECONDED BY J. Harding

WHEREAS three separate Code of Conduct complaints have been received against members of Council;

AND WHEREAS in the Clerk’s absence no one can assess the merits of these complaints;

THEREFORE BE IT RESOLVED THAT these complaints be received by Council and dealt with as per the requirements of Temagami’s Code of Conduct By-law

AND FURTHER THAT these complaints be forwarded on to the Integrity Commissioner appointed at the last meeting.

Integrity Commissioner's Report

To Mayor and Council – The Corporation of the Municipality of Temagami

Date: Monday July 23, 2018

Complaint #: 2018-02

Request for Investigation – Code of Conduct for Members of Council – Schedule A to By-law 13-1138, Appendix B (Copy of signed affidavit attached to report)

Date: 18 June 2018

Name of Requester (Complainant): Councillor Ron Prefasi

Name of member of Council or local board who is alleged to have contravened Code of Conduct: Councillor Carol Lowery

Sections of Code Alleged to have been contravened: Sections 1, 2, 3, 4.1, 4.2, and 4.4

The Key Facts:

Councillor Prefasi attached a letter to his Affidavit dated Saturday June 16, 2018. The first incident Councillor Prefasi has noted is that "Temagami Councillor, Carol Lowery, has contravened the above noted sections and the key facts that lead me to that belief are as evidenced in the April 17, 2018 Committee of the Whole meeting audio recording and Councillor Lowery's comments during that meeting. I was in attendance at that meeting."

In the letter of Saturday June 16, 2018, Councillor Prefasi provides a number of statements of additional examples of allegations of violations of the Code of Conduct. Appendix 1 to Councillor Prefasi's letter is his notes of statements made during the April 17, 2018 Committee of the Whole Meeting relating to a Temagami First Nation resolution regarding the Code of Conduct complaint filed against Councillor Prefasi.

The second incident Councillor Prefasi has noted is a previous incident outlining contravention of the above noted sections and the "key facts that lead me to that belief are as evidenced in the emails of September 6, 2017 that are included in this document.

In the letter of Saturday June 16, 2018, Councillor Prefasi provides a number of statements of additional examples of allegations of violations of the Code of Conduct regarding Councillor Lowery's conduct and remarks made at a Special Council Meeting on September 6th, 2017.

Copies of Documents and Records Relevant to Requested Inquiry:

There were no other documents or records provided.

Copy of The Corporation of the Municipality of Temagami By-law No. 13-1138; Schedule A to By-law 13-1138, Appendix A – Confidentiality Agreement and Appendix B – for of Affidavit – attached to this report.

The Integrity Commissioner advised the parties that this inquiry would be restricted to the Code of Conduct and would not consider allegations of violations of the Human Rights Code, the Charter of Rights and Freedoms (Canada), allegations of violations of the Conflict of Interest Act, any other laws or of the Municipality's Procedural By-law.

For Reference: Section 3 of the Code of Conduct – Purpose

The Purpose section in the Code of Conduct states that "The Code of Conduct for Members of Council and related Policies identify the Municipality's expectations of Members and establishes guidelines for appropriate conduct to ensure that:

- The decision-making process of the Council is transparent, accessible and equitable.
- Independent, impartial decision-making considers the best interests of the entire Municipality as envisioned in the Oath of Office;
- Communications are open, honest, consistent, respectful, consultative and inclusive;
- Private interests, real or perceived, are kept separate from public responsibilities;
- Respect and support for others, including other Council members, members of municipal staff and members of the public, is maintained.

Allegation of Violation Deemed to be of Section 3 of the Code of Conduct – Purpose

With respect to the Special Council Meeting on September 6, 2017, Councillor Prefasi confirmed the meeting he was referencing was the meeting at 4:30 pm that was adjourned due to lack of quorum.

Councillor Prefasi told the Integrity Commissioner that his wife was present and after the adjournment, Councillor Lowery and one other Councillor, made remarks that he found to be "very disparaging, tasteless and crude remarks" about his "bodily functions" and that these remarks made his spouse, Suzanne Prefasi "very uncomfortable.

Councillor Prefasi stated he emailed Councillor Lowery and this other Councillor asking for an apology and did not receive a response from Councillor Lowery but that he did from the other Councillor and he accepted that apology.

Councillor Lowery told the Integrity Commissioner that there was another Special Council Meeting on September 6, 2017, from 10:30 until 3:36 pm and that Councillor Prefasi was “there all day” and that she “assumed he was in the building.”

Councillor Lowery told the Integrity Commissioner that when another Councillor suggested Councillor Prefasi was in the washroom, that she replied “are you saying Councillor Prefasi is full of shit.” Councillor Lowery told the Integrity Commissioner that her comment was “probably inappropriate” and that “it was not nice”.

Councillor Lowery told the Integrity Commissioner that she did not apologize to Councillor Prefasi because she was “annoyed” and that she “thought I’ll apologize to you when you apologize to us for making us wait.”

Councillor Lowery told the Integrity Commissioner that she made the statement “are you saying Councillor Prefasi is full of shit”, at the Special Council Meeting on September 6, 2017. Councillor Lowery’s statement was inappropriate and disrespectful.

Violation of Section 3 of the Code of Conduct – Purpose

Councillor Lowery violated Section 3 of the Code of Conduct – Purpose, on September 6, 2017 by making a remark about Councillor Prefasi that was disrespectful.

For Reference: Section 5.4 Allegations of a Serious Nature

For reasonable allegations of infractions of a serious nature, the CAO shall bring the matter to the Mayor and Council. Council shall give the Member the opportunity to respond to the allegation. Then Council shall decide whether or not to exercise its authority under Section 223 of the Municipal Act 2001, as amended (the Act) to appoint an Integrity Commissioner who would be responsible for performing an independent investigation and reporting back to Council. Consideration of whether or not to appoint an Integrity Commissioner to investigate the allegations shall be done in an open council meeting when the matters discussed deal only with the conduct of the member in the course of his or her professional duties as a member of Council and do not fall within the exceptions to the open meeting requirements. In completing his or her investigation and reporting to Council, the Integrity Commissioner shall have the powers and duties, including the duty of confidentiality, as set out in the Act.

Allegation of Violation Deemed to be of Section 5.4 Allegations of a Serious Nature

The process for proceeding with a complaint as outlined in Schedule A to By-law 13-1138 is vague. However, in section 5.4, it does state that "Council shall give the Member the opportunity to respond to the allegation", but no specific time frame is stated.

With respect to the Council in Committee of the Whole Meeting on Tuesday April 17, 2018, Councillor Prefasi told the Integrity Commissioner that he believed Councillor Lowery "should have been more professional" and that she had "no idea of the substance of the complaint" and that her "actions were not impartial" and not "fair" and "not complying with the Code", referencing remarks made related to whether or not the complaint from Ms. Jamie Koistinen should be the subject of an investigation by an Integrity Commissioner.

Councillor Prefasi told the Integrity Commissioner that at that point he had not had his procedural questions answered or been given an opportunity to speak to the allegations.

At the Council in Committee of the Whole Meeting on Tuesday April 17, 2018, Councillor Lowery stated "it is an important enough matter that we have to do what has been asked and take it to the Integrity Commissioner and have Councillor Prefasi have a third person's viewpoint on it. I think that's where I feel comfortable."

Councillor Lowery told the Integrity Commissioner that she agreed to "bring in an Integrity Commissioner" because the complaint was from an employee of Temagami First Nation and as such she believed it was "crucial for a third party" to investigate.

Councillor Lowery told the Integrity Commissioner that Councillor Prefasi knew the complaint was "on the agenda" and that "he should have been prepared" and he "could have said he was in the process of speaking to someone or a lawyer and he wanted this deferred to the next meeting."

Assessment:

Councillor Lowery should have known and considered, that according to the Code of Conduct in section 5.4, it does state that "Council shall give the Member the opportunity to respond to the allegation" and this had not occurred.

Violation Deemed to be of Section 5.4 Allegations of a Serious Nature

Councillor Lowery violated the Code of Conduct in section 5.4, by recommending the appointment of an Integrity Commissioner prior to Councillor Prefasi being given an opportunity to respond to the allegations in the complaint submitted by Ms. J. Koistinen.

This report is submitted by: **Antoinette Blunt MPA, CHRL, CHRE, FHRPA**
Appointed by resolution at the Municipality of Temagami Council Meeting on June 28,
2018 Part 2 of 2.

MOVED BY R. Prefasi

SECONDED BY J. Harding

WHEREAS three separate Code of Conduct complaints have been received against
members of Council;

AND WHEREAS in the Clerk's absence no one can assess the merits of these complaints;

THEREFORE BE IT RESOLVED THAT these complaints be received by Council and dealt
with as per the requirements of Temagami's Code of Conduct By-law

AND FURTHER THAT these complaints be forwarded on to the Integrity Commissioner
appointed at the last meeting.

Integrity Commissioner's Report

To Mayor and Council – The Corporation of the Municipality of Temagami

Date: Monday July 23, 2018

Complaint #: 2018-02

Request for Investigation – Code of Conduct for Members of Council – Schedule A to By-law 13-1138, Appendix B (Copy of signed affidavit attached to report)

Date: 18 June 2018 of Requester (Complainant): Councillor Ron Prefasi

Name of member of Council or local board who is alleged to have contravened Code of Conduct: Mayor Lorie Hunter

Sections of Code Alleged to have been contravened: Sections 1, 2, 3, 4.1, 4.2, 4.4 and 4.7.

The Key Facts:

Councillor Prefasi attached a letter to his Affidavit dated Saturday June 9, 2018. Councillor Prefasi has noted is that the "Mayor of Temagami, Lorie Hunter, has contravened the above noted sections and the key facts that lead me to that belief are as evidenced in the April 17, 2018 Committee of the Whole meeting audio recording and that the Mayor's actions prior to that meeting and after that meeting."

In the letter of Saturday June 9, 2018, Councillor Prefasi provides a number of "examples of the background and conduct of the Mayor."

Copies of Documents and Records Relevant to Requested Inquiry:

There were no other documents or records provided.

Copy of The Corporation of the Municipality of Temagami By-law No. 13-1138; Schedule A to By-law 13-1138, Appendix A – Confidentiality Agreement and Appendix B – for of Affidavit – attached to this report.

The Integrity Commissioner advised the parties that this inquiry would be restricted to the Code of Conduct and would not consider allegations of violations of the Human

Rights Code, the Charter of Rights and Freedoms (Canada), allegations of violations of the Conflict of Interest Act, any other laws or of the Municipality's Procedural By-law.

For Reference: Section 3 of the Code of Conduct – Purpose

The Purpose section in the Code of Conduct states that "The Code of Conduct for Members of Council and related Policies identify the Municipality's expectations of Members and establishes guidelines for appropriate conduct to ensure that:

- The decision-making process of the Council is transparent, accessible and equitable.
- Independent, impartial decision-making considers the best interests of the entire Municipality as envisioned in the Oath of Office;
- Communications are open, honest, consistent, respectful, consultative and inclusive;
- Private interests, real or perceived, are kept separate from public responsibilities;
- Respect and support for others, including other Council members, members of municipal staff and members of the public, is maintained.

Allegation of Violation Deemed to be of Section 3 of the Code of Conduct – Purpose

Councillor Prefasi told the Integrity Commissioner that Mayor Hunter did not contact him prior to him receiving the email from the Clerk on Thursday April 12, 2018 and that he received no direction or information with respect to the process or given any indication of when he would be provided an opportunity to respond to the complaint.

Mayor Hunter told the Integrity Commissioner that that she did not speak to Councillor Prefasi about the Code of Conduct complaint filed by Ms. J. Koistinen prior to the complaint being posted on the Municipality's website on Friday April 13, 2018 or prior to the Council in Committee of the Whole Meeting on Tuesday April 17, 2018.

Assessment:

It is reasonable that once a complaint has been received, the respondent to the complaint, Councillor Prefasi, should have been contacted by Mayor Hunter prior to the complaint being posted on the Municipality's website on Friday April 13, 2018.

Violation of Section 3 of the Code of Conduct – Purpose

Mayor Hunter violated the Code of Conduct – Purpose, by not respecting Councillor Prefasi and communicating with him about the complaint prior to the complaint being posted on the Municipality's website on Friday April 13, 2018.

For Reference: Section 5.3 Allegations of a Minor Nature

For reasonable allegations of infractions of a minor nature, the Chief Administrative Officer shall advise the Mayor and together they shall investigate the matter, including receiving comments from the member about whom the complaint was made. If recommendations regarding the Members' conduct are determined to be warranted, the Mayor shall make said recommendations to the Member, in accordance with the role of Head of Council as prescribed in the Municipal Act. After recommendations are given to the Member, or if no action is warranted, the Mayor and/or CAO shall also advise Council and the complainant(s) of the outcome.

If the complaint is in regard to the Mayor, or if the Mayor is unavailable to act on the complaint within a reasonable amount of time, the Deputy-Mayor shall act in place of the Mayor.

Allegation of Violation Deemed to be of Section 5.3 Allegations of a Minor Nature

Councillor Prefasi received the Code of Conduct complaint filed by Ms. J. Koistinen from the Clerk/Acting CAO by email on Thursday April 12, 2018. Councillor Prefasi indicated there was no direction or information included in this email.

Mayor Hunter told the Integrity Commissioner that it was her role and that of the Clerk, to determine if the complaint was of a serious nature and that she felt the issue was of a serious nature. Mayor Hunter confirmed the determination was made by herself and the Clerk.

Mayor Hunter told the Integrity Commissioner that that she did not speak to Councillor Prefasi about the Code of Conduct complaint filed by Ms. J. Koistinen prior to the complaint being posted on the Municipality's website on Friday April 13, 2018 or prior to the Council in Committee of the Whole Meeting on Tuesday April 17, 2018.

Assessment:

The process for proceeding with a complaint as outlined in Schedule A to By-law 13-1138 is vague. Mayor Hunter told the Integrity Commissioner that there are no written definitions of what constitutes an allegation of a minor nature or one of a serious nature.

It is reasonable that once a complaint has been received, the respondent to the complaint, Councillor Prefasi, should have been advised of the process and why the complaint was determined to be of a serious nature, at the time a copy of the complaint was provided to him.

Section 5.3 does confirm the Chief Administrative Officer together with the Mayor shall investigate the matter to determine if it is of a minor nature. However, it also states this process includes “receiving comments from the member about whom the complaint was made”. It is reasonable that the Mayor should have, as part of an initial assessment, sought out comments from Councillor Prefasi regarding the Code of Conduct complaint filed by Ms. J. Koistinen.

Violation of Section 5.3 Allegations of a Minor Nature

Mayor Hunter violated the Code of Conduct Schedule A to By-law 13-1138, section 5.3 by making a determination the allegations were of a serious nature without seeking out comments from Councillor Prefasi regarding the Code of Conduct complaint filed by Ms. J. Koistinen and without advising him of the process.

For Reference: Section 5.4 Allegations of a Serious Nature

For reasonable allegations of infractions of a serious nature, the CAO shall bring the matter to the Mayor and Council. Council shall give the Member the opportunity to respond to the allegation. Then Council shall decide whether or not to exercise its authority under Section 223 of the Municipal Act 2001, as amended (the Act) to appoint an Integrity Commissioner who would be responsible for performing an independent investigation and reporting back to Council. Consideration of whether or not to appoint an Integrity Commissioner to investigate the allegations shall be done in an open council meeting when the matters discussed deal only with the conduct of the member in the course of his or her professional duties as a member of Council and do not fall within the exceptions to the open meeting requirements. In completing his or her investigation and reporting to Council, the Integrity Commissioner shall have the powers and duties, including the duty of confidentiality, as set out in the Act.

Allegation of Violation Deemed to be of Section 5.4 Allegations of a Serious Nature

At the Council in Committee of the Whole Meeting on Tuesday April 17, 2018, Ms. J. Koistinen was allowed to speak to her complaint and during her presentation, Ms. J. Koistinen asked Council to appoint an Integrity Commissioner to investigate her complaint. This occurred prior to Councillor Prefasi providing any comments about this complaint. Mayor Hunter told the Integrity Commissioner she allowed members of the public to speak, one being the complainant, because it was “an important issue”.

At the Council in Committee of the Whole Meeting on Tuesday April 17, 2018, various Councillors spoke to the process. Councillor O’Mara stated that in fairness, and as part of the process, Councillor Prefasi should be “given some time”¹ and an “opportunity to

¹ Reference Audio Recording: Council in Committee of the Whole Meeting on Tuesday April 17, 2018

respond”² to the complaint filed by Ms. J. Koistinen. Councillor O’Mara also stated that he did not know if Councillor Prefasi was in a position to respond tonight.

Mayor Hunter stated that she assumed “this was the time”³ but if Council felt differently she wanted to hear about it. Mayor Hunter stated she and the Clerk decided this was “an important decision”⁴ and she was going to “support going to an Integrity Commissioner”.⁵

Councillor Koski stated that Council should be going to an Integrity Commissioner “right now”⁶.

Councillor Harding stated that Council should not “rush into a decision at this time”⁷ and that it had “not been a week”⁸, referencing the time since the complaint had been received.

Councillor O’Mara asked if there was an option of “a way for discussion”⁹, or “getting both sides together”¹⁰ or for a “facilitator”¹¹, instead of appointing an Integrity Commissioner.

Mayor Hunter then commented that this matter was “important enough that when we go back into Council session we should pass a motion to move to an Integrity Commissioner and I’m hoping that we do that.”¹² Mayor Hunter then asked if Council was in support and Councillor Harding stated he would be “looking to defer it”¹³ until Councillor Prefasi got “legal advice”¹⁴ and also that “this was not much time for him to react.”¹⁵

Assessment:

The process for proceeding with a complaint as outlined in Schedule A to By-law 13-1138 is vague. However, in section 5.4, it does state that “Council shall give the Member the opportunity to respond to the allegation”, but no specific time frame is stated.

² Reference Audio Recording: Council in Committee of the Whole Meeting on Tuesday April 17, 2018

³ Reference Audio Recording: Council in Committee of the Whole Meeting on Tuesday April 17, 2018

⁴ Reference Audio Recording: Council in Committee of the Whole Meeting on Tuesday April 17, 2018

⁵ Reference Audio Recording: Council in Committee of the Whole Meeting on Tuesday April 17, 2018

⁶ Reference Audio Recording: Council in Committee of the Whole Meeting on Tuesday April 17, 2018

⁷ Reference Audio Recording: Council in Committee of the Whole Meeting on Tuesday April 17, 2018

⁸ Reference Audio Recording: Council in Committee of the Whole Meeting on Tuesday April 17, 2018

⁹ Reference Audio Recording: Council in Committee of the Whole Meeting on Tuesday April 17, 2018

¹⁰ Reference Audio Recording: Council in Committee of the Whole Meeting on Tuesday April 17, 2018

¹¹ Reference Audio Recording: Council in Committee of the Whole Meeting on Tuesday April 17, 2018

¹² Reference Audio Recording: Council in Committee of the Whole Meeting on Tuesday April 17, 2018

¹³ Reference Audio Recording: Council in Committee of the Whole Meeting on Tuesday April 17, 2018

¹⁴ Reference Audio Recording: Council in Committee of the Whole Meeting on Tuesday April 17, 2018

¹⁵ Reference Audio Recording: Council in Committee of the Whole Meeting on Tuesday April 17, 2018

Mayor Hunter told the Integrity Commissioner that this complaint was a matter that she considered important and this is why she allowed members of the public, one being the complainant, to speak at the meeting. It is reasonable that Mayor Hunter should have provided Councillor Prefasi adequate time to prepare a response to this complaint and a period of one week is not considered to be a reasonable period of time for a respondent to prepare responses.

Mayor Hunter told the Integrity Commissioner that she did not did not speak to Councillor Prefasi about the Code of Conduct complaint filed by Ms. J. Koistinen prior to the complaint being posted on the Municipality's website on Friday April 13, 2018 or prior to the Council in Committee of the Whole Meeting on Tuesday April 17, 2018. Mayor Hunter told the Integrity Commissioner she did not speak to Councillor Prefasi because "no where in the Code of Conduct does it allow for this." It is reasonable that Mayor Hunter should have spoken to Councillor Prefasi at the time the complaint was provided to him and seek his input as to the time he required to provide his response to the allegations.

Despite not being specifically mentioned in the Code of Conduct, Council could have considered mediation or other options as a means to resolve the complaint but there were no discussions about other options.

Violation of Section 5.4 Allegations of a Serious Nature

Mayor Hunter violated the Code of Conduct Schedule A to By-law 13-1138, section 5.4 by not providing Councillor Prefasi a reasonable period of time to respond to the allegations in the complaint filed by Ms. J. Koistinen.

This report is submitted by: **Antoinette Blunt MPA, CHRL, CHRE, FHRPA**

Appointed by resolution at the Municipality of Temagami Council Meeting on June 28, 2018 Part 2 of 2.

MOVED BY R. Prefasi

SECONDED BY J. Harding

WHEREAS three separate Code of Conduct complaints have been received against members of Council;

AND WHEREAS in the Clerk's absence no one can assess the merits of these complaints;

THEREFORE BE IT RESOLVED THAT these complaints be received by Council and dealt with as per the requirements of Temagami's Code of Conduct By-law

AND FURTHER THAT these complaints be forwarded on to the Integrity Commissioner appointed at the last meeting.

MEMORANDUM

TO: Mayor and Council, Municipality of Temagami
Craig Davidson, Administrator/Treasurer, Municipality of Temagami

FROM: Antoinette Blunt MPA, CHRL, CHRE, FHRPA
President, Ironside Consulting Services Inc.

DATE: Monday July 23, 2018

SUBJECT: **Recommendations to Improve Operations of Council**

Background:

Recently, I assisted the Council of the Municipality of Temagami by providing services in the role of Integrity Commissioner related to a number of complaints. As a result of my involvement a number of areas for potential improvements were identified and the purpose of this memorandum is to provide recommendations to Council. I have read that the Vision for Temagami Council adopted in 2013 is a healthy community which balances quality of life, growth of its businesses and quality of its world class natural environment. I believe that achieving your vision requires an effective and strong governing body. I believe the recommendations will be of value to you and to your incoming Council this fall, in achieving this goal.

Achieving Excellence in Governance:

It is critical for an effective organization that both administrative and governing leaders understand their roles and responsibilities. As a previous Chair of a provincial association, I underwent training in governance from the Institute on Governance (IOG), that helped me understand and differentiate between administrative responsibilities and governance responsibilities and helped improve my functioning in governance roles. I highly recommend IOG as an organization to consider for governance training for your Council and senior staff. "Founded in 1990, the Institute on Governance (IOG) is an independent, Canada-based, not-for-profit public interest institution with its head office in Ottawa and an office in Toronto. Over the past 25 years, the IOG has advanced better understanding and practice of good governance in Canada, with federal,

provincial, municipal and Indigenous governments, not-for-profit organizations, and in 35 other countries including most recently projects in Iraq, China and Botswana.”

Risk Management:

Risk management is the identification, evaluation, and prioritization of risks (defined in ISO 31000 as *the effect of uncertainty on objectives*) followed by coordinated and economical application of resources to minimize, monitor, and control the probability or impact of unfortunate events^[1] or to maximize the realization of opportunities. Risk management’s objective is to assure uncertainty not deflect the endeavor from the business goals.

It is in the best interests of the municipality to effectively manage information transmission and sharing and to ensure an effective means of transmitting and storing confidential information. One important consideration is ensuring the right tools are in place to allow for electronic transmission and storage of information separate from a person’s personal information. As such, the Municipality should consider assigning municipal email addresses for all Council members and require that all Council business be transmitted using only the municipal email address. In addition, all members of Council should be assigned either lap top computers or I-pads for the storage of Council business. There should be a requirement that Council must only store Council business on their assigned lap top computer or I-pad.

Use of Social Media:

In today’s society, the use of social media to provide the public with information can be both beneficial and problematic. It would be prudent for the Municipality to seek out Social Media Use policies from other municipalities and to consider developing a Social Media policy. The Association of Municipalities Ontario offers some social media webinars that Council and staff may wish to consider. Two upcoming webinars are:

1. September 12, 2018 – Getting the Most out of Facebook
2. October 10, 2018 – Managing Trolls, Negative Comments, Really Angry People.

For more information: <https://www.amo.on.ca/Training/SocialMedia>

Understanding What Constitutes Conflict of Interest

I have heard varying opinions as to what may constitute a conflict of interest. While your current Code of Conduct does define in section 4.5. “Conflict of Interest – Pecuniary Interest”, it is clear that it is “the responsibility of each Member, not staff, to determine whether they have a conflict or pecuniary interest with respect to matters arising before Council.” Given each person must make such a determination themselves, it would be prudent for the Municipality to consider arranging for training in this area. The Ontario

Municipal Leadership Institute offers customized training. While these programs are geared for staff, it may be beneficial to consider a joint training session for staff and Council.

A question was also posed as to whether or not an Integrity Commissioner should investigate allegations of violations of Conflict of Interest. I have downloaded “A Guide to Municipal Accountability, Transparency and Confidentiality in Ontario, April 2016”. A copy is provided with this report. It is noted in this guide on page 8, that “Potential penalties for contravention of the Act include removal from office. The courts decide whether or not a contravention of the Act has taken place.” As such, an inquiry or investigation into allegations of violations of the Municipal Conflict of Interest Act would be beyond the jurisdiction of an Integrity Commissioner.

For more information: <https://omli.ca/training/>

A book that may be beneficial for Councillors is titled Ontario’s Municipal Conflict of Interest Act. The summary states it is “A practical handbook to the municipal conflict of interest law in Ontario. Includes chapters on identifying conflicts of interest; exceptions; statutory duties of members; court proceedings; practical/legal strategies; a quick checklist of “Things You Need to Know”; Appendix A – List of Cases; and Appendix B – Municipal Conflict of Interest Act. Short case summaries tell you what the courts decided in various situations – and why.” The Cost is \$29.95

For more information: <https://www.municipalworld.com/product/ontario-s-municipal-conflict-of-interest-act-a-handbook-item-0050/>

Code of Conduct:

The Municipality’s Code of Conduct is outdated and lacks sufficient protocols to effectively guide conduct. In addition, there are significant legislative changes pending under the Municipal Act which will impact the Code of Conduct and the role of an Integrity Commissioner. These changes come into effect on March 1, 2019. It is my understanding that the Municipality is currently considering a draft. I am attaching the Code of Conduct and appendices from the City of Sault Ste. Marie. These are also available on their website.

Other Professional Development Recommendations:

How to Communicate, Relate and Work with Difficult People and People You Do Not Like

Whether it be a Board, a committee, a volunteer role or an elected position such as Council, people coming together in any of these means all bring varying perspectives and goals; some of which are in sync with others and some that are vastly diverse. It is in

diversity that I believe the best decisions arise from. Diverse opinions provide an opportunity for everyone to expand their knowledge and understanding of others. I believe that effectively debating diverse opinions will inevitably lead to better decisions.

The challenge in dealing with diverse opinions is that they may come from people you do not necessarily like as individuals. People are different and not everybody will like everyone they meet in life. That is understandable and acceptable. What is critical, however, is knowing how to communicate, relate and work effectively with all kinds of people, including those you do not necessarily like. What is critical is that no matter how you feel about another person is that in communicating, relating and working with them, you do so with the utmost respect.

Gaining skills in effective communications, relationship management and dealing with difficult people and people you do not like is an area of professional development that is recommended.

Some links have been provided to relevant articles that may assist you in this area.

For more information:

<https://www.lifehack.org/294859/how-smart-people-deal-with-people-they-dont-like>

<https://www.psychologytoday.com/ca/blog/living-the-questions/201503/20-expert-tactics-dealing-difficult-people>

<https://www.scienceofpeople.com/difficult-people/>

Handling Public Complaints and Conflict Resolution:

The Ontario Training Network also provides on site training/workshops including Handling Public Complaints and Conflict Resolution in the Workplace, that may be of value to the Municipality.

On the website it states that in the workshop Handling Public Complaints “Participants will learn to build on their natural styles, improve their communication skills and enhance the image of your organization. The root cause of complaints will be established so they can be dealt with quickly and effectively.”

For the workshop called Conflict Resolution in the Workplace it states “Conflict exists everywhere. Having people who have the skills and are comfortable to deal with conflict in a timely and effective manner are key for any organization. This workshop provides an opportunity for people to examine their own conflict style, understand the benefits to dealing with issues early and provide concrete skills using an easy to follow model.”

For more information: <https://ontariotraining.net/for-municipalities/>

Scent or Fragrance-Free Environment:

The issue of people wearing scents was brought to my attention. Most organizations today have Scent Free or Fragrance-Free Policies given the preponderance of people with allergies. The Municipality may wish to consider adding such a policy to the Human Resources Policies as well as to protocols for Councillors and any members of the public wishing to attend at meetings. I have provided a sample that the Municipality may wish to adapt and adopt.

NOTE: Source: <http://saultstemarie.ca/City-Hall/City-Council/Code-of-Conduct.aspx>

Subject: Code of Conduct (Council and Local Boards)
Service Area: Mayor and Council
Source: By-law 2017-242
Date: 11 December 2017

Purpose:

A written Code of Conduct for Council and local boards help to ensure that the members of Council, advisory committees, and local boards of the municipality (as defined in the *Municipal Act*) share a common basis for acceptable conduct. This Code is designed to provide a reference guide and a supplement to the legislative parameters within which the members must operate. These standards should enhance public confidence that Sault Ste. Marie's elected and appointed representatives operate from a base of integrity, justice and courtesy. The key principles underlining the Code of Conduct are:

- a. All members shall serve and be seen to serve their constituents in a conscientious and diligent manner;
- b. Members should be committed to performing their functions with integrity and to avoiding the improper use of the influence of their office, and conflicts of interest, both real and apparent;
- c. Members are expected to perform their duties in office in a manner that promotes public confidence and will bear close public scrutiny;
- d. Members shall seek to serve the public interest by upholding both the letter and the spirit of the laws and policies established by the Federal Parliament, Ontario Legislature and City Council.

Municipal Council members hold positions of privilege; therefore, they must discharge their duties in a manner that recognizes a fundamental commitment to the wellbeing of the community and regard for the integrity of the Corporation. The purpose of the Code of Conduct is to: protect the public interest; encourage high ethical standards among members of Sault Ste. Marie City Council and local boards; provide a universal understanding of the fundamental rights, privileges, and obligations of members of Sault Ste. Marie City Council and local boards; provide a means for members of Sault Ste. Marie City Council and local boards to obtain information on some contemplated conduct in circumstances where they are uncertain as to the ethical appropriateness of that conduct.

Applications:

This policy shall apply to all members of Sault Ste. Marie City Council and members of local boards as defined in section 223.1 of the *Municipal Act*.

Definitions:

“Members” includes the Mayor and members of Sault Ste. Marie City Council and members of local boards as defined in section 223.1 of the *Municipal Act*.

“Confidential Information” includes:

- a. Any information in the possession of, or received in confidence by the City, that the City is prohibited from disclosing, or has decided to refuse to disclose, under the *Municipal Freedom of Information and Protection of Privacy Act* or any other law;
- b. Information of a corporate, commercial, scientific or technical nature received in confidence from third parties (personal information; information that is subject to solicitor-client privilege; information that concerns any confidential matters pertaining to personnel, labour relations, litigation, property acquisition, security of property of the municipality; any other information lawfully determined by the Council or the local board to be confidential or required to remain or be kept confidential by legislation or order;
- c. A matter, the substance of a matter, and information pertaining to a matter, that has been debated or discussed at a meeting closed to the public, unless the matter is subsequently discussed in open Council or it is authorized to be released by Council/local board or otherwise by law;
- d. Reports of consultants, draft documents and internal communications which, if disclosed, may prejudice the reputation of the City, its officers and employees, or its effective operation;
- e. Information concerning litigation, negotiation or personnel matters;
- f. Information the publication of which may infringe on the rights of any person (e.g. source of a complaint where the identity of a complainant is given in confidence)

“Integrity Commissioner” means the person appointed by by-law in accordance with section 223.3 of the *Municipal Act, 2001* and who is responsible for performing in an independent manner the functions assigned by the municipality with respect to the application of the Code of Conduct for members of Council and local boards.

Gifts and Benefits:

No member shall accept a fee, advance, gift or personal benefit that is connected directly or indirectly with the performance of his / her duties of office, unless permitted by the exceptions listed below. For these purposes, a fee or advance paid to, or a gift or benefit provided with the member’s knowledge to, a member’s spouse, child or parent or to a member’s staff that is connected directly or indirectly to the performance of the member’s duties is deemed to be a gift to that member. The following are recognized as exceptions:

- a. compensation authorized by by-law;

- b. such gifts or benefits that normally accompany the responsibilities of office and are received as an incident of protocol or social obligation;
- c. a political contribution otherwise reported by law;
- d. services provided without compensation by persons volunteering their time;
- e. a suitable memento of a function honouring the member;
- f. food, lodging, transportation and entertainment provided by provincial, regional and local governments or political subdivisions of them, by the Federal government or by a foreign country;
- g. food and beverages consumed at banquets, receptions or similar events, if:
 - attendance is in keeping with his or her representative role; and
 - the value is reasonable; and
 - attendance at events sponsored by the same entity is infrequent.
- h. communication to the offices of a member, including subscriptions to newspapers and periodicals.

In the case of categories (b) (e) (f) (g) and (h), if the value of the gift or benefit exceeds \$300, or if the total value received from any one source during the course of a calendar year exceeds \$300, the member shall within 30 days of receipt of the gift or reaching the annual limit, file a disclosure statement with the City Clerk. The disclosure statement must indicate:

- a. the nature of the gift or benefit;
- b. its source and date of receipt;
- c. the circumstances under which it was given or received;
- d. its estimated value;
- e. what the recipient intends to do with the gift; and,
- f. whether any gift will at any point be left with the City.

Disclosure statements will be a matter of public record.

Except in the case of category (f), a member may not accept a gift or benefit worth in excess of \$500 or gifts or benefits from one source during a calendar year worth in excess of \$500. No member shall seek or obtain by reason of his / her office any personal privilege or advantage with respect to City services not otherwise available to the general public and not consequent to his or her official duties.

Confidentiality

No member shall disclose, release, or publish by any means to any person or to the public any confidential information acquired by virtue of his or her office in any form, except when required or authorized by Council or otherwise by law to do so. No member shall use confidential information for personal or private gain or benefit, or for the personal or private gain or benefit of any other person or body.

Use of City Property

No member shall, for personal purposes or profit, permit the use of any City property, equipment, services, or supplies other than for purposes connected with:

- a. the discharge of City duties; or
- b. associated community activities of which Council has been advised

unless such use is permitted by one of the following exceptions:

- a. reasonable and incidental personal use of office space, equipment such as computers, fax machines, cell phones, etc., where the City incurs no additional costs relating to such use, and the use is of limited duration and frequency.
- b. use of City property and facilities where such use is universally known to be available to other residents upon request and on equal terms.

No member shall obtain financial gain from the use of City-developed intellectual property, computer programs, technological innovations or other patentable items, while an elected official or thereafter. All such property remains the exclusive property of the City of Sault Ste. Marie.

No member shall use information gained in the execution of his or her duties that is not available to the general public for any purposes other than his or her official duties.

Work of a Political or Personal Nature

Members are required to follow the provisions of the *Municipal Elections Act, 1996*. No member shall use the facilities, equipment, supplies, services or other resources of the City (including Councillor newsletters and websites linked through the City's website) for any election campaign or campaign-related activities. No member shall undertake campaign-related activities in any City facility for the purpose of seeking the support of City employees working in that facility. No member shall use the services of persons for his or her election campaign purposes during the working hours for which those persons receive compensation from the City.

No member shall use City facilities, services or property for his or her personal or business use.

No member shall use the services of persons for his or her personal or personal business use during the working hours for which those persons receive compensation from the City.

Conduct Respecting Current and Prospective Employment

No member shall allow the prospect of his / her future employment by a person or entity to detrimentally affect the performance of his / her duties to the City.

Business Relations

No member shall act as a paid agent before Council, its committees, or an agency, board or commission of the City. A member shall not refer a third party to a person, partnership, or corporation in exchange for payment or other personal benefit.

Conduct

As a representative of the City, every member has the duty and responsibility to treat members of the public, one another and staff appropriately and without abuse, bullying or intimidation, and to ensure that the municipal work environment is free from discrimination and harassment. A member shall not use indecent, abusive, or insulting words or expressions toward any other member, any member of staff or any member of the public. A member shall not speak or communicate in a manner that is discriminatory to any individual based on that person's race ancestry, place of origin, creed, gender, sexual orientation, age colour, marital status or disability.

Influence on Staff

Only Council as a whole has the authority to approve budget, policy, committee processes and other such matters. Members shall be respectful of the fact that staff work for the City as a body corporate and are charged with making recommendations that reflect their professional expertise and corporate perspective, without undue influence from any individual member or group of members. Accordingly, no member shall maliciously or falsely injure the professional or ethical reputation, or the prospects or practice of staff, and all members shall show respect for the professional capacities of City staff.

Council directs the business of the City and passes by-laws or resolutions, as appropriate, for decisions adopted by Council. Council has delegated responsibility to the Chief Administrative Officer (CAO) for the administration of the affairs of the City in accordance with decisions adopted by Council. This means that under the direction of the CAO, staff have the responsibility and the authority to provide consultation, advice and direction to Council and to implement Council approved policy. Accordingly, staff establish the appropriate administrative policies, systems, structures and internal controls to implement the goals and objectives of Council and manage implementation within the resources at their disposal. Council should expect a high quality of advice from staff based on political neutrality and objectivity irrespective of party politics, the loyalties of persons in power, or their personal opinions. No member shall compel any staff member to engage in activities that are contrary to the directions of Council or the policies of the municipality.

No member shall compel staff to engage in partisan political activities or be subjected to threats or discrimination for refusing to engage in such activities; nor shall any member use, or attempt to use, their authority or influence for the purpose of intimidating,

threatening, coercing, commanding, or influencing any staff member with the intent of interfering with that person's duties, including the duty to disclose improper activity.

Improper Use of Influence

No member of Council shall use the influence of her or his office for any purpose other than for the exercise of her or his official duties.

Examples of prohibited conduct are the use of one's status as a member of Council to improperly influence the decision of another person to the private advantage of oneself, or one's immediate relatives, staff members, friends, or associates, business or otherwise. This would include attempts to secure preferential treatment beyond activities in which members normally engage on behalf of their constituents as part of their official duties. Also prohibited is the holding out of the prospect or promise of future advantage through a member's supposed influence within Council in return for present actions or inaction.

For the purposes of this provision "private advantage" does not include a matter:

- a. that is of general application;
- b. that affects a member of Council, his / her immediate relatives, staff members, friends, or associates, business or otherwise as one of a broad class of persons;
or
- c. that concerns the remuneration or benefits of a member of Council.

Members should not advocate on behalf of any person at a hearing of an adjudicative board and should not contact any member of such a board regarding any application before it.

Complaints Alleging Violation of This Code

Where an elector or a person acting demonstrably in the public interest has reasonable grounds to believe that a member has breached this Code, a complaint may be submitted to the Clerk's Department in the prescribed form which will be forwarded to the City's Integrity Commissioner who will process it in accordance with the Complaint Protocol attached hereto as Appendix "A".

Appendix "A" – Complaint Protocol

Appendix "B" – Request for Investigation

Appendix "C" – Request for Advice

Appendix “A”

Complaint Protocol for Code of Conduct (Council and Local Boards)

Application:

This process applies to members of Sault Ste. Marie City Council and its local boards as defined in section 223.1 of the *Municipal Act* (members).

Integrity Commissioner

The City of Sault Ste. Marie Integrity Commissioner shall be responsible for the provision of services as established by Council which will include the following:

1. To provide written and oral advice to members and City staff concerning the interpretation of and compliance with the Code of Conduct for Council and Local Boards governing the ethical behaviour of the members (the “Code”);
2. To provide Council and its local boards with specific and general opinions and advice on the interpretation of the Code, including revisions thereto;
3. To conduct inquiries into a request made by Council, a local board, a member, a member of City staff or any person demonstrably acting in the public interest into whether a member has contravened any application provision of the Code;
4. To attempt to settle any complaint between the complainant and the member before commencing an inquiry.

Procedure for Making a Complaint

Informal Complaints

Any individual who identifies or witnesses behaviour or activity by a member of Council that appears to be in contravention of the Code of Conduct for Council and Local Boards may address the prohibited behaviour or activity themselves in the following manner:

1. advise the member in writing that the behaviour or activity appears to contravene the Code of Conduct identifying the specific provision of the Code of Conduct that is alleged to have been contravened;
2. encourage the member to acknowledge and agree to stop the prohibited behaviour or activity and to avoid future occurrences of the prohibited behaviour or activity;
3. document the incident(s) including dates, times, locations, other persons present and any other relevant information, including steps taken to resolve the matter;
4. if applicable, confirm to the member satisfaction with the response of the member; or, if applicable, advise the member of dissatisfaction with the response; and
5. if applicable, consider the need to pursue the matter in accordance with the formal complaint procedure.

Individuals are encouraged to pursue this informal complaint procedure as the first means of remedying behaviour or an activity that they believe violates the Code of Conduct; however, the informal process is not a precondition or a prerequisite to pursuing the formal complaint procedure.

Formal Complaints

1. All complaints or requests for inquiries shall be submitted to the City Clerk's Department and sworn before a commissioner of oaths in the form provided in Appendix "B" and the Clerk shall forthwith forward the complaint to the Integrity Commissioner.
2. All complaints or requests for inquiries must clearly state:
 - a. The member to whom the complaint relates
 - b. The nature of the alleged contravention
 - c. The specific provision(s) of the Code allegedly contravened;
 - d. Names of any witnesses to the alleged contravention; and
 - e. Written material in support of the alleged contravention.
3. Upon receipt of a complaint or request for inquiry, the Integrity Commissioner shall first determine if it is within his/her jurisdiction and whether there is a procedure under other legislation or City policy to deal with the complaint. If it is determined that other procedures apply, the Integrity Commissioner shall refer the complainant to the appropriate person or agency to follow that process. This would include such matters as:
 - a. The grievance provisions of a collective agreement;
 - b. The complaint provisions under the *Ontario Human Rights Code*;
 - c. A complaint of alleged criminal activity;
 - d. Procedures under the *Municipal Act*, the *Municipal Conflict of Interest Act* or the *Municipal Elections Act*;
 - e. The complaint provisions of the *Workplace Violence and Harassment Prevention Policy*.

Where it has been determined that a complaint should be dealt with under one of the above processes, it will no longer be considered or dealt with by the Integrity Commission and the time limits within the above processes will apply accordingly.

4. Upon receipt of a complaint or request to conduct an inquiry within his/her jurisdiction the Integrity Commissioner will deliver a preliminary information report to an open meeting of Council including the following:
 - a. The opinion of the Commissioner as to whether the inquiry is appropriate and whether it can be conducted within the law applicable to such an inquiry;
 - b. An indication as to whether it is the Commissioner's intention to conduct the inquiry under sections 33 and 34 of the *Public Inquiries Act*;
 - c. A preliminary indication of the members of staff and/or consultations needed to assist the Commissioner;

- d. An estimated cost of the inquiry;
 - e. The estimated time required to complete the inquiry and prepare a final report;
 - f. Where appropriate, the Commissioner may recommend that the alleged infraction be reported to the police and that the inquiry be suspended until the police investigation is completed.
5. If the Integrity Commissioner is of the opinion that the referral of a matter to him or her is frivolous, vexatious or not made in good faith or that there are no grounds or insufficient grounds for an inquiry, the Integrity Commissioner shall not conduct an inquiry and shall state the reasons for not doing so in the preliminary report.

Procedure for Obtaining Advice

Where a member or employee is seeking to obtain advice from the Integrity Commissioner he/she shall submit to the City Clerk the completed form provided (Appendix "C").

All advice of the Integrity Commissioner to members or employees shall be confirmed in writing. No solicitor/client relationship will exist in the giving of such advice.

Where the Integrity Commissioner learns of a violation through the request for advice from any member, he or she is required to report such a violation to Council.

The Integrity Commissioner may decline to give advice if he/she determines that it will put him/her in conflict with his/her duty to Council as a whole.

Confidentiality

The Integrity Commissioner shall carry out all inquiries in a manner which will ensure that the individual to whom the complaint relates is treated fairly and all complaints shall be treated as confidential to the extent possible and in accordance with the *Municipal Act*.

All records of investigations shall be kept confidential and access limited to those in the City with a need to know for the purposes of conducting a full investigation.

Intake Procedures

Upon receipt of a complaint involving a member other than the Mayor, the Clerk shall immediately advise the Mayor and the Chief Administrative Officer (CAO).

Upon receipt of a complaint involving the Mayor, the Clerk shall immediately advise the CAO and the individual who was acting mayor at the time of the allegation who is authorized to act in the place of the Mayor.

The Integrity Commissioner may attempt to settle any complaint. Except where otherwise required by the *Public Inquiries Act*, the Commissioner shall provide a copy of the complaint and supporting material to the member with a request for a written response to the allegation within ten days and provide a copy of such response to the complainant with a request for a written response also within ten days.

Investigations

After the presentation of the information report to Council, the Integrity Commissioner shall take all steps necessary to promptly investigate the complaint within his or her jurisdiction, including entering any City office for such purpose and consultation with City staff with access to all information and records described in subsections 3 and 4 of section 223.4 of the *Municipal Act* and may retain independent professional services if required.

The Integrity Commissioner shall make every effort to complete an investigation within 30 days.

If the Integrity Commissioner requires more than 30 days to complete an investigation, the following shall be notified accordingly:

1. The complainant;
2. The individual to whom the complaint relates
3. The Mayor in the case of a complaint concerning another member; or the individual who was acting mayor at the time of the allegation in the case of a complaint concerning the Mayor.

A complaint involving an alleged contravention that has already been thoroughly investigated will not be re-investigated unless new evidence is presented.

Reporting the Results of an Investigation

The Integrity Commissioner shall report his/her findings to an open meeting of Council. Where the inquiry relates to a local board the report will be submitted both to Council and to the local board.

If the Integrity Commissioner determines that there has been no contravention of the Code of Conduct or that a contravention occurred although the member took all reasonable measures to prevent it, or that a contravention occurred that was trivial or committed through inadvertence or an error of judgement made in good faith, the Integrity Commissioner shall so state in the report and shall recommend that no penalty be imposed.

The Commissioner shall give a copy of the final report to the complainant and the member whose conduct is concerned 15 days prior to the Council meeting at which it will be considered.

At the time of the Integrity Commissioner's report to Council the identity of the person who is the subject of the complaint shall not be treated as confidential information if the Integrity Commissioner finds that a breach has occurred.

Actions by Council

In reviewing the final report Council will determine whether it will impose any of the following penalties on a member if the Integrity Commissioner reports that it is his/her opinion that the member has contravened the Code:

1. Issue a motion of reprimand;
2. Suspension of the remuneration paid to the member in respect of his or her services as a member for a period of up to 90 days;
3. Request the member involved to return any gift or benefit received in contravention of the Code of Conduct;
4. Request the member involved to repay the value of the benefit;
5. Remove the member from committee or local board appointments;
6. Request an apology; or
7. Withhold confidential materials/matters for a period of time.

All reports to Council by the Integrity Commissioner on the investigation of complaints are public documents.

The Integrity Commissioner shall be responsible for ensuring the above procedures are followed with respect to requests for inquiries and for conducting investigations. City Council shall be responsible for determining penalties where appropriate.

Protection from Retaliation

Any employee who files a complaint of a contravention of the Code of Conduct will not be subjected to any form of penalty or reprisal provided the complaint is made in good faith and in the reasonable belief of the complainant that a contravention of the Code has occurred.

Limitation Period

The Integrity Commissioner shall not proceed with an inquiry in regard to a complaint more than 60 days after the event or series of events which are the subject matter of the complaint were discovered by the complainant. An event or series of events is discovered on the earlier of the date upon which the complainant first knew:

- that the event(s) had occurred and by whom; and
- that the event(s) may have constituted a contravention of the Code.

The onus of proof as to the date of discovery lies with the complainant.

Where the Integrity Commissioner decides not to proceed with an investigation of a complaint received more than 60 days after the date when the event(s) occurred, the Integrity Commissioner shall prepare and file a report setting out that decision.

Complaints in Municipal Election Years

Despite any other provision of this process, if the Commissioner has not completed an inquiry before nomination day for a regular election as set out in section 31 of the *Municipal Elections Act, 1996*, the Commissioner shall terminate the inquiry on that day.

If an inquiry is so terminated, the Commissioner shall not commence another inquiry in respect of the matter unless, within six weeks after voting day in a regular election, as set out in section 5 of the *Municipal Elections Act, 1996*, the person or entity who made the request or the member or former member whose conduct is concerned makes a written request to the Commissioner that the inquiry be commenced.

The following rules apply during the period of time starting on nomination day for a regular election, as set out in section 31 of the *Municipal Elections Act, 1996*, and ending on voting day in a regular election, as set out in section 5 of that Act:

1. There shall be no requests for an inquiry about whether a member of council or of a local board has contravened the code of conduct applicable to the member.
2. The Commissioner shall not report to the municipality or local board about whether, in his or her opinion, a member of council or of a local board has contravened the code of conduct applicable to the member.
3. The municipality or local board shall not consider whether to impose the penalties referred to in subsection (5) on a member of council or of a local board.

Appendix “B” – currently being updated

Request for Investigation

Code of Conduct for Members of Council and Local Boards

Name of Requestor:	
Address:	
Telephone:	
Email address:	
It is an offence under the Criminal Code of Canada to knowingly swear/affirm a false affidavit.	
I, <i>(full name)</i>	
of <i>(municipality of residence)</i>	
in the Province of Ontario, MAKE OATH AND SAY (or affirm)	
1. I have personal knowledge of the facts as set out in this affidavit.	
2. I have reasonable and probable grounds to believe that: <i>(specify name of member of Sault Ste. Marie City Council or local board)</i>	
has contravened section(s) <i>(specify)</i>	
of the Code of Conduct for Members of Council and Local Boards.	
The particulars are as follows: <i>Provide information such as date, time, location of conduct, names of all persons involved, including witnesses, and information as to how they can be reached. If you require more space attach a second page.</i>	
3. This affidavit is made for the purpose of requesting that this matter be investigated and for no improper purpose.	

Schedule "A" referred to in the affidavit of

Sworn before me this day of 20

A Commissioner, etc.

Appendix “C”

Request for Advice

Note: Should the Integrity Commissioner determine that a member of Council or of a local board has violated any provisions governing ethical behaviour pursuant to the Code of Conduct for Council or local boards, he/she is obligated to report such violation, with any recommendation for sanction, to Council.

Request for Advice

Name of Requestor:	
Address:	
Telephone:	
Email address:	
Advice requested (Provide as much detail as possible relating to the issue. Attach second page if required.)	
Signature of Requestor	Date received by Integrity Commissioner
Date	Date reply issued

THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI

BY-LAW NO. 18-1413

Being a bylaw to confirm the proceedings of Council of the Corporation of the Municipality of Temagami

WHEREAS pursuant to Section 5(1) of the Municipal Act, 2001, S.O. 2001, c. 25 as amended, the powers of a municipality shall be exercised by its Council; and

WHEREAS pursuant to Section 5(3) of the Municipal Act, 2001, S.O. 2001, c. 25 as amended, a municipal power, including a municipality's capacity rights, powers and privileges under Section 8 of the Municipal Act, 2001, S.O. 2001, c. 25 as amended, shall be exercised by by-law unless the municipality is specifically authorized to do otherwise; and

WHEREAS it is deemed expedient that the proceedings of the Council of the Corporation of the Municipality of Temagami at this Session be confirmed and adopted by by-law.

NOW THEREFORE the Council of the Corporation of the Municipality of Temagami hereby enacts as follows:

1. **THAT** the actions of the Council of The Corporation of the Municipality of Temagami in respect of all recommendations in reports and minutes of committees, all motions and resolutions and all actions passed and taken by the Council of the Corporation of the Municipality of Temagami, documents and transactions entered into during the July 17, 2018 Committee of the Whole meeting and the July 9, 2018, July 11, 2018, July 17, 2018 and July 26, 2018 special and regular meetings of Council are hereby adopted and confirmed, as if the same were expressly embodied in this By-law.
2. **THAT** the Mayor and proper officials of The Corporation of the Municipality of Temagami are hereby authorized and directed to do all the things necessary to give effect to the action of the Council of The Corporation of the Municipality of Temagami during the said meetings referred to in paragraph 1 of this By-law.
3. **THAT** the Mayor and the Chief Administrative Officer or Clerk are hereby authorized and directed to execute all documents necessary to the action taken by this Council as described in Section 1 of this By-law and to affix the Corporate Seal of The Corporation of the Municipality of Temagami to all documents referred to in said paragraph 1.

Read a first, second and third time and finally passed this 26th day of July, 2018.

Mayor

Clerk



**THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI
REGULAR COUNCIL MEETING
AGENDA**

**Thursday, July 26, 2018, 6:30 P.M.
Welcome Center**

An audio recording of the Open Session of this meeting is being made and will be available through the Municipal Website as a public service to further enhance access to municipal government services and to continue to promote open and transparent government. As a visitor, your presence may be recorded and your name and address may be revealed during certain parts of the Council meeting.

Pages

1. **CALL TO ORDER AND ROLL CALL**
2. **ADOPTION OF THE AGENDA**
Draft Motion:
BE IT RESOLVED THAT the Regular Council Meeting Agenda dated July 26, 2018 be adopted as presented / amended.
3. **DECLARATION OF CONFLICT OR PECUNIARY INTEREST AND GENERAL NATURE THEREOF**
4. **CLOSED SESSION**
 - 4.1 **Pending disposition of land by the Municipality**
Draft Motion:
BE IT RESOLVED THAT this Regular / Special Council meeting proceed in camera at p.m., under section 239 of the Municipal Act, 2001 as amended, in order to address matters pertaining to: (2)(c) A proposed or pending acquisition or disposition of land by the municipality or local board regarding Strathy Site Lot 198 RP36R9753 - Goward Avenue.
Draft Motion:
BE IT RESOLVED THAT this meeting return to regular session at p.m.
5. **ADOPTION OF MINUTES**
 - 5.1 **Special Council Meeting July 9, 2018 - DRAFT Minutes** 1
Draft Motion:
BE IT RESOLVED THAT the Minutes of the Special Council Meeting held July 9, 2018 be adopted as presented.
 - 5.2 **Special Council Meeting July 11, 2018 - DRAFT Minutes** 3
Draft Motion:
BE IT RESOLVED THAT the Minutes of the Special Council Meeting held July 11, 2018 be adopted as presented.
 - 5.3 **Committee of the Whole Minutes July 17, 2018 - DRAFT Minutes** 5
Draft Motion:
BE IT RESOLVED THAT the Minutes of the Committee of the Whole Minutes held July 17, 2018 be adopted as presented.

6. **BUSINESS ARISING FROM THE MINUTES**
7. **DELEGATIONS/ PRESENTATIONS**
- 7.1 **Presentation of the Senior of the Year Award to Doug Adams**
Draft Motion:
BE IT RESOLVED THAT Council award the 2018 Senior of the Year Award to Doug Adams.
- 7.2 **Unregistered Presentations (Maximum 15 Minutes in Total- in accordance with rules in By-law)**
8. **CONSENT AGENDA ITEMS**
Draft Motion:
BE IT RESOLVED THAT Council adopt the consent agenda motions as presented on the agenda.
- 8.1 **Correspondence from John Hodgson regarding request for the 1992 Financial Audit Report** 10
Draft Motion:
That Council receive correspondence from John Hodgson; AND FURTHER THAT Council direct this matter be handled by staff.
- 8.2 **Correspondence from York University dated July 5, 2018 regarding Professor Fox research study on patients and families** 12
Draft Motion:
That Council supports the efforts of Professor Fox research study on the care received in hospital of patients and families in rural Ontario and that copies of the correspondence be sent to local community groups.
- 8.3 **Correspondence from Literacy Council of South Temiskaming regarding Donation Request** 15
Draft Motion:
That Council authorize a donation in the amount of \$100.00 in support of their efforts.
9. **STAFF REPORTS**
- 9.1 **Items to be Considered Separately from Consent Agenda:**
- 9.2 **Memo 2018-M-035 - Official Plan Review Process Update** 18
Draft Motion:
BE IT RESOLVED THAT Council receive Memo 2018-M-035 regarding the Official Plan Update Process; AND FURTHER THAT Council direct Staff to defer the issuance of a Request for Proposal for an appropriate planner and/or consultant (individual or firm) for the Official Plan update process until January.
- 9.3 **Memo 2018-M-036 - Goals Treasurer/Administrator** 19
Draft Motion:
BE IT RESOLVED THAT Council receive Memo 2018-036 Goals Treasurer/Administrator; AND FURTHER THAT this item be received for information.
- 9.4 **Memo 2018-M-038 - Staffing positions during lame duck** 21
Draft Motion:

- BE IT RESOLVED THAT Council receive Memo 2018-038 Staffing positions during lame duck; AND FURTHER THAT this item be received for information.
- 9.5 Memo 2018-M-039 - Update on Funding application regarding Access to Industrial Lots** 22
- Draft Motion:
BE IT RESOLVED THAT Council receive Memo 2018-039 Update on Funding application regarding Access to Industrial Lots; AND FURTHER THAT this item be received for information.
- 9.6 Memo 2018-M-041 - Restricted acts** 29
- Draft Motion:
BE IT RESOLVED THAT Council receive Memo 2018-041 Restricted Acts; AND FURTHER THAT this item be received for information.
- 9.7 Memo 2018-M-042 - 2018 AMO Conference** 30
- Draft Motion:
BE IT RESOLVED THAT that Council receive Memo2018-M-042; AND FURTHER THAT should the local DSSAB be successful in arranging meetings with Provincial Ministers that are of a concern to the Municipality of Temagami that the Mayor and Treasurer/Administrator are requested to attend.
- 9.8 Report 2018-020 - Encroachments and Lot Line Variations regarding 12 Parkwood Lane** 31
- Draft Motion:
WHEREAS the Municipality of Temagami in 2014 received a request regarding the encroachments on 12 Parkwood Lane; AND WHEREAS the Municipality road encroaches on the property owner's driveway and the applicants garage encroaches on to municipal property; AND WHEREAS the Municipality of Temagami directed staff on February 20, 2014 to prepare and draft encroachment agreement for Council's consideration; AND WHEREAS an encroachment agreement will permit the structures to remain until the structures are demolished or otherwise removed; AND WHEREAS the proponent shall cover all legal costs associated with the encroachment agreement unless Council deems otherwise; NOW THEREFORE BE IT RESOLVED THAT Council receive report No. 2018-020; AND FURTHER THAT Council direct staff to execute and finalize the agreement with the proponent.
- 9.9 Report 2018-18 - Temagami Fire Department Monthly Report June 2018** 43
- Draft Motion:
BE IT RESOLVED THAT Council receive Report No. 2018-18 Temagami Fire Department Monthly Report; AND FURTHER THAT this item be received for information.
- 10. COUNCIL COMMITTEE REPORTS**
- 10.1 Items to be Considered Separately from Consent Agenda:**
- 10.2 Motion from Councillor D. O'Mara regarding Fire Pump Subsidy** 44
- Draft Motion:
WHEREAS the Municipality of Temagami established a Fire Pump Subsidy Program in 2014 to provide a subsidy of \$400.00 towards the purchase of a standardized Fire Pump Package for residents who did not receive direct Fire Department Protection. To be eligible for this payment pump packages purchased had to meet specific specifications as set out in the attached information sheet; AND WHEREAS this program was extended until May 31,2016 and was offered again in 2017; NOW THEREFORE BE IT RESOLVED that Council approve a further extension of this program in 2018 and offer the additional 15 fire pump subsidies on a first come bases to residents who meet the criteria and agree to the

original terms as set out in 2014.

- 10.3 Motion from Councillor D. O'Mara regarding Signage and No parking Lake Temagami Access point** 51
- Draft Motion:
- WHEREAS a motion was approved in December 2016 to have new stop, yield and no parking signs installed at the Temagami Access Point and this has not yet been implemented; AND WHEREAS the LTAPP Committee has also made some additional recommendations for additional no parking areas to enhance public safety in this area; AND WHEREAS there has been growing concerns about Public safety at the Temagami Access point landing especially during the Summer Months and more so during peak long-weekends; NOW THEREFORE BE IT RESOLVED THAT Council again direct staff to make the necessary changes to By-Law 09-826 to reflect the location of new signs and no parking areas as noted on the attached map dated July 23,2018; AND FURTHER THAT Council direct staff to start immediate implementation of these directions and have appropriate signage if available installed before the August long-weekend or soon after if not; AND FURTHER THAT once these signs get installed our By-law Department shall be directed to start an implementation plan to make people aware of these changes before strict enforcement is followed.
- 11. ANNOUNCEMENTS AND VERBAL REPORTS FROM MAYOR AND COUNCILLORS**
- 12. CORRESPONDENCE**
- 12.1 Items to be Considered Separately from Consent Agenda:**
- 12.2 Clearwater Planning Request for refund on Variance Application for 295 Fox Run.** 52
- Draft Motion:
- WHEREAS the Municipality of Temagami has received a letter from Clearwater Planning requesting a refund of the minor variance application fee of \$600; AND WHEREAS the invoice submitted from MHBC Planning, Urban Design & Landscape Architecture before taxes was \$711.75; AND WHEREAS past practice no refunds of payments for planning applications have ever been made; NOW THEREFORE BE IT RESOLVED THAT Council direct staff to notify Clearwater Planning that Council is not willing to approve the refund of the application at this time.
- 12.3 Code of Conduct complaint received June 28, 2018** 59
- Draft Motion:
- BE IT RESOLVED THAT Council receive the Code of Conduct complaint dated June 28, 2018; AND FURTHER THAT Council exercises its authority under Section 223 of the Municipal Act 2001, as amended, to appoint an Integrity Commissioner who would be responsible for performing an independent investigation and reporting back to Council; AND FURTHER THAT Council hereby appoints Excellence for Municipalities as the Integrity Commissioner to perform the investigation on this matter.
- 12.4 11639 - Northern Ontario Tourism Partnership Documents and Invoice** 60
- Draft Motion:
- BE IT RESOLVED THAT Council receive the renewal documents from Northeastern Ontario Tourism; AND FURTHER THAT Council authorize the renewal of this membership.
- 12.5 11630A - Steve Watt Adjournment of LPAT OMB Appeals PL171040 and PL171041** 71
- Draft Motion:

	BE IT RESOLVED THAT Council receive correspondence from Steve Watt dated July 3, 2018; AND FURTHER THAT this item be received for information.	
12.6	11636B - Temiskaming Development Fund Corp Annnnual Meeting Draft Motion: BE IT RESOLVED THAT Council receive correspondence from Temiskaming Development Fund Corp. regarding the annual meeting; AND FURTHER THAT this item be received for information.	73
12.7	11636C - Community Schools Alliance 2018 Annual Meeting and Nomination Form Draft Motion: BE IT RESOLVED THAT Council receive the correspondence from the Community Schools Alliance dated July 16, 2018 regarding the 2018 Annual Meeting and Nomination Form; AND FURTHER THAT Council nominate Carolyn Lowery to the Executive Committee of the Community Schools Alliance.	74
13.	<u>BY-LAWS</u>	
13.1	Items to be Considered Separately from Consent Agenda:	
13.2	By-Law 18-1409 - To delegate authority during a lame duck period Draft Motion: BE IT RESOLVED THAT By-law number 18-1409, being a bylaw delegate authority during a lame duck period be taken as read a first, second and third time and finally passed this 26th day of July 2018; AND FURTHER THAT the said by-law be signed by the Mayor and Clerk and recorded in the by-law book.	77
13.3	By-Law 18-1410 - Appoint Statutory positions Draft Motion: BE IT RESOLVED THAT By-law number 18-1410, being a bylaw to Appoint Statutory positions be taken as read a first, second and third time and finally passed this 26th day of July 2018; AND FURTHER THAT the said by-law be signed by the Mayor and Clerk and recorded in the by-law book.	79
13.4	By-Law 18-1411 - To Execute an Agreement with OCWA for Water and Wastewater systems Draft Motion: BE IT RESOLVED THAT By-law number 18-1411, being a bylaw to execute an Agreement with Ontario Clean Water Agency and Wastewater Systems be taken as read a first, second and third time and finally passed this 26th day of July 2018; AND FURTHER THAT the said by-law be signed by the Mayor and Clerk and recorded in the by-law book.	80
13.5	By-Law 18-1412 - To set the amounts for Area-rated charges Draft Motion: BE IT RESOLVED THAT By-law number 18-1411, being a bylaw to set the 2018 amounts for Area-rated charges be taken as read a first, second and third time and finally passed this 26th day of July 2018; AND FURTHER THAT the said by-law be signed by the Mayor and Clerk and recorded in the by-law book.	129
14.	<u>APPROVED MINUTES OF COMMITTEE MEETINGS</u>	
15.	<u>UNFINISHED BUSINESS</u>	
15.1	Reports from Antoinette Blunt Integrity Commissioner Draft Motion:	136

BE IT RESOLVED THAT Council receive reports from Antoinette Blunt Integrity Commissioner; AND FURTHER THAT these reports be noted and filed in the minutes of this meeting.

15.2 Memorandum from the Integrity Commissioner

157

Draft Motion:

BE IT RESOLVED THAT Council receive the Memorandum from Antoinette Blunt Integrity Commissioner; AND FURTHER THAT Council direct staff to incorporate some of the information in future training of Staff and Council.

16. NEW BUSINESS

17. NOTICES OF MOTION

18. CONFIRMATION BY-LAW

18.1 By-Law 18-1413 - To Confirm Proceedings of Council

178

Draft Motion:

BE IT RESOLVED THAT By-law 18-1413 , being a by-law to confirm the proceedings of the Council of the Corporation of the Municipality of Temagami, be taken as read a first, second and third time and finally passed this 26th day of July; AND FURTHER THAT the said by-law be signed by the Mayor and Clerk and recorded in the by-law book.

19. ADJOURNMENT

Draft Motion:

BE IT RESOLVED THAT this meeting adjourn at p.m.



THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI

SPECIAL COUNCIL MEETING

DRAFT MINUTES

Monday, July 9, 2018, 4:00 P.M.

Welcome Center

PRESENT: B. Koski, J. Harding, C. Lowery, D. O'Mara, R. Prefasi and D. Burrows

STAFF: C. Davidson, S. Nadeau, J. Sanderson and B. Turcotte (arrived at 4:25p.m.)

ABSENT: L. Hunter (With Notice)

PURPOSE OF THIS SPECIAL MEETING

THE PURPOSE OF THIS MEETING IS FOR COUNCIL TO: Receive and review the Draft 2018 Budget Presentation.

CALL TO ORDER AND ROLL CALL

Deputy Mayor Brian Koski called the meeting to order at 4:00 p.m. There were 2 people in the audience.

ADOPTION OF THE AGENDA

18-283

MOVED BY: C. Lowery

SECONDED BY: R. Prefasi

BE IT RESOLVED THAT the Special Council Meeting Agenda dated July 9, 2018 be adopted as presented / amended.

CARRIED

DECLARATION OF CONFLICT OR PECUNIARY INTEREST AND GENERAL NATURE THEREOF

None.

DELEGATIONS/ PRESENTATIONS

2018 Draft Budget Presentation

B. Koski stepped away from meeting at 4:48 pm and returned at 4:49 pm.

D. O'Mara stepped away from meeting at 5:35 pm and returned at 5:50 pm.

J. Harding stepped away from meeting at 5:50 pm and returned at 5:55 pm.

Council directed staff to amend the following draft budget items:

- Capital Item #18-05; Asset Management Plan Update, Zero municipal direct and total of \$15,000.
- Capital Item #18-20; Fox Run, should have funds in reserve. Staff to review.
- Capital Item #18-34; Greening of Downtown Area, Zero municipal direct and total of \$38,355.

18-284

MOVED BY: J. Harding

SECONDED BY: D. O'Mara

BE IT RESOLVED THAT staff be directed to prepare a by-law to establish tax ratios based on the ratios being revenue neutral for Council's consideration.

CARRIED

ADJOURNMENT

18-285

MOVED BY: R. Prefasi

SECONDED BY: C. Lowery

BE IT RESOLVED THAT this meeting adjourn at 6:10 p.m.

CARRIED

Mayor

Clerk



THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI

SPECIAL COUNCIL MEETING

DRAFT MINUTES

Wednesday, July 11, 2018, 4:00 P.M.

Welcome Center

PRESENT: L. Hunter, J. Harding, B. Koski, C. Lowery, D. O'Mara, D. Burrows, R. Prefasi

STAFF: C. Davidson

GUEST: P. Cassan

PURPOSE OF THIS SPECIAL MEETING

IS FOR COUNCIL TO ADDRESS THE FOLLOWING MATTERS: **To address matters in Closed Session as authorized by Section 239 of the Municipal Act, 2001**, under subsections (2)(b) Personal matter about an identifiable individual, (c) A proposed or pending acquisition or disposition of land by the municipality.

CALL TO ORDER AND ROLL CALL

Mayor Hunter called the meeting to order at 4:00 p.m. There was 1 person in the audience.

ADOPTION OF THE AGENDA

18-286

MOVED BY: J. Harding

SECONDED BY: D. Burrows

BE IT RESOLVED THAT the Special Council Meeting Agenda dated July 11, 2018 be adopted as presented.

CARRIED

DECLARATION OF CONFLICT OR PECUNIARY INTEREST AND GENERAL NATURE THEREOF

Mayor Hunter requested disclosures of pecuniary interest and the general nature thereof. There were none noted.

CLOSED SESSION

Closed Session re: Personal matter and the pending acquisition or disposition of land

18-287

MOVED BY: C. Lowery

SECONDED BY: D. Burrows

BE IT RESOLVED THAT this Special Council meeting proceed in camera at 4:02 p.m., under section 239 of the Municipal Act, 2001 as amended, in order to address matters pertaining to: (2)(b) Personal matter about an identifiable individual, and (2)(c) A proposed or pending acquisition or disposition of land by the municipality.

CARRIED

18-288

MOVED BY: B. Koski

SECONDED BY: R. Prefasi

BE IT RESOLVED THAT this meeting return to regular session at 6:16 p.m.

CARRIED

The meeting returned to regular session at 6:16 p.m. and Mayor Hunter reported that Council had received advice from our Solicitor and provided direction regarding a personal matter about an identifiable individual and that Council discussed a possible acquisition of land by the municipality and provided direction to staff in this matter.

DELEGATIONS/ PRESENTATIONS

ADJOURNMENT

18-289

MOVED BY: D. O'Mara

SECONDED BY: D. Burrows

BE IT RESOLVED THAT this meeting adjourn at 6:17 p.m.

CARRIED

Mayor

Clerk



THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI
COUNCIL IN COMMITTEE OF THE WHOLE MEETING
DRAFT MINUTES

Tuesday, July 17, 2018, 6:30 P.M.
Welcome Center

PRESENT: L. Hunter, J. Harding, B. Koski, C. Lowery, D. O'Mara, R. Prefasi, D. Burrows
STAFF: C. Davidson, T. Lepage Acting Clerk
GUEST: S. Lemieux from Ontario Clean Water Agency (OCWA)

CALL TO ORDER AND ROLL CALL

Mayor Hunter called the meeting to order at 6:30 p.m. There were 16 people in the audience.
Mayor Hunter called the roll.

ADOPTION OF THE AGENDA

- Council requested a report on the goals and objectives from the Treasurer/Administrator for the next scheduled meeting.
- Councillor O'Mara gave notice of motion regarding Fire Pump Subsidy Program.
- Correspondence No. 11.5 is an item for information and to be dealt with by staff.

18-290

MOVED BY: J. Harding

SECONDED BY: D. Burrows

BE IT RESOLVED THAT the Council Committee of the Whole Meeting Agenda dated July 17, 2018 be adopted as amended.

CARRIED

DECLARATION OF CONFLICT OR PECUNIARY INTEREST AND GENERAL NATURE THEREOF

Councillor D. O'Mara declared a conflict on item 11.13 as he is a member of the board.

CLOSED SESSION

Closed Session re: Personal matters, the pending acquisition of land and a Trade secret from outside organization

18-291

MOVED BY: C. Lowery

SECONDED BY: B. Koski

BE IT RESOLVED THAT this Regular / Special Council meeting proceed in camera at 6:38 p.m., under section 239 of the Municipal Act, 2001 as amended, in order to address matters pertaining to: (2)(b) Personal matter, (c) A proposed or pending acquisition of land and (i) a trade secret or scientific, technical, commercial, financial or labour relations information, supplied in confidence to the municipality or local board, which, if disclosed, could reasonably be expected to prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of a person, group of persons, or organization.

CARRIED

18- 292

MOVED BY:

SECONDED BY:

BE IT RESOLVED THAT this meeting return to regular session at 7:41 p.m.

CARRIED

The meeting returned to regular session at 7:41 p.m. and Mayor Hunter reported that Council has given direction to staff with regards to s.239 (2)(I), a personal matter, and acquisition of land.

MOVE TO COMMITTEE OF THE WHOLE

18-293

MOVED BY: D. Burrows

SECONDED BY: B. Koski

BE IT RESOLVED THAT this meeting move to Committee of the Whole.

CARRIED

MINUTES OF PREVIOUS MEETINGS

- *Special Council Meeting June 5, 2018 - DRAFT Minutes*
- *Special Council Meeting June 11, 2018 - DRAFT Minutes*
- *Special Council Meeting June 19, 2018 at 4p.m. - DRAFT Minutes*
- *Special Council Meeting Zoning By-law Hearing June 19, 2018 - DRAFT Minutes*
- *Committee of the Whole Meeting June 19, 2018 - DRAFT Minutes*
- *Regular Council Meeting June 28, 2018 - DRAFT Minutes*

Moved to motions of Urgent items.

BUSINESS ARISING FROM THE MINUTES

None.

STAFF REPORTS

- *Memo 2018-M-035 - Official Plan Review Process Update*

This item is added to the agenda as an item to be considered separately from the consent agenda.

COUNCIL COMMITTEE REPORTS

None.

ANNOUNCEMENTS AND VERBAL REPORTS FROM MAYOR AND COUNCILLORS

- Councillor Koski gave a verbal report regarding the forest fire situation and thanked staff for continued work on this matter.
- Mayor L. Hunter gave a verbal report on the Ministry of Natural Resources and Forestry (MNRF) Information session held on July 17, 2018 and reported the session was very successful and thanked staff and all agencies for their efforts.
- C. Davidson provided a verbal report on ensuring processes for vote by mail is completed; the annual energy report was completed; the 2017 Audit hasn't been completed; staffing changes may be required, as we enter a lame duck process; an accompanying by-law will be

provided at the next regular council meeting; and focus was put on getting caught up on payments .

- L. Hunter provided a verbal report on the Canada Day events and thanked the Ad-Hoc Committee and staff for a wonderful job.

CORRESPONDENCE

- *11617 - Clearwater Planning Request for Refund on Variance Application fee 295 Fox Run*
This item is added to the agenda as an item to be considered separately from the consent agenda.
- *11623 - Correspondence from Pauline Lockhart dated June 25 2018 regarding old OPP station.*
This item is for information.
- *11630 - Correspondence from Temagami First Nation dated July 3 2018 regarding TFN Capital Project Update*
For information.
- *Code of Conduct complaint received June 28, 2018*
This item is added to the agenda as an item to be considered separately from the consent agenda.
- *11636A - Correspondence from John Hodgson dated June 11 re Request for the 1992 Financial Audit Report*
This item is to be placed on the consent agenda with a proposed motion this matter be handled by staff.
- *11631 - Correspondence from York University dated July 5 2018 regarding Professor Fox research study on patients and families*
This item is to be placed on the consent agenda with a proposed motion that copies of the correspondence be sent to local community groups.
- *11633 - Correspondence from Literacy Council of South Temiskaming dated July 5 2018 regarding Donation Request*
This item is to be placed on the consent agenda with a proposed motion that Council authorize a donation in the amount of \$100.00 in support of their efforts.
- *11629 - Correspondence from TLA dated July 1 2018 regarding an invitation to the Annual General Meeting*
This item is to be received for information.
- *11638 - Correspondence from Temagami First Nation dated June 11 re Postponement of the Annual Traditional POW WOW*
This item is to be received for information.
- *11634 - Correspondence from John Shymko dated July 5 regarding article from Temiskaming Speaker. Pdf*
This item is to be received for information.

- *11635 - Correspondence from TransCanada received July 11 regarding a Community Information Package*
This item is to be received for information.
- *11624 - Correspondence from Amber McDonald dated June 25 re Bill 16- Municipal Authority Over Landfill Sites*
This item is to be received for information.
- *11627 - Correspondence from North Bay Regional Health Centre regarding Annual Report 2017-18*
This item is to be received for information.

BY-LAWS

- *By-Law 18-1406 - Being a by-law to establish 2018 Tax Ratios*
- *By-Law 18-1407 - To adopt the estimates of all sums for 2018 (budget)*
- *By-Law - 18-1408 - To strike rates of taxation and authorize tax installments for 2018*

C. Davidson spoke the three by-laws noted above and that these by-laws have been moved to “Motions on Urgent Items”.

B. Lowery spoke to the Special Council meeting held on July 9th regarding the 2018 budget.

Council directed staff to have the area rates by-law be prepared for the next Council meeting.

APPROVED MINUTES OF COMMITTEE MEETINGS

None.

UNFINISHED BUSINESS

None.

NEW BUSINESS

None.

RETURN TO SPECIAL COUNCIL MEETING (Optional)

18-294

MOVED BY: R. Prefasi

SECONDED BY: D. O'Mara

BE IT RESOLVED THAT this meeting return to regular session at 8:26 p.m.

CARRIED

NOTICES OF MOTION

MOTIONS ON URGENT * ITEMS

(*Items on this agenda that need to be dealt with prior to the next regular council meeting)

18-295

MOVED BY: C. Lowery

SECONDED BY: J. Harding

BE IT RESOLVED THAT correspondence items numbered: 11.2, 11.3, 11.5 to 11.13 inclusive on this agenda be received by Council for information and be noted, filed, and recorded in the

minutes of this meeting; AND FURTHER THAT the minutes of the Advisory Committees and Local Boards that have been submitted for Council's consideration be received and listed in the minutes of this meeting.

CARRIED

By-Law 18-14-06 - Being a by-law to establish tax ratios for the year 2018

18-296

MOVED BY: R. Prefasi

SECONDED BY: B. Koski

BE IT RESOLVED THAT By-law number 18-1406, being a bylaw to establish tax ratios for the year 2018 be taken as read a first, second and third time and finally passed this 17th day of July 2018; AND FURTHER THAT the said by-law be signed by the Mayor and Clerk and recorded in the by-law book.

CARRIED

By-Law 18-1407 - To adopt the estimates of all sums for 2018 (budget)

18-297

MOVED BY: R. Prefasi

SECONDED BY: B. Koski

BE IT RESOLVED THAT By-law number 18-1407, being a bylaw to adopt the estimates of all sums for 2018 (budget) be taken as read a first, second and third time and finally passed this 17th day of July 2018; AND FURTHER THAT the said by-law be signed by the Mayor and Clerk and recorded in the by-law book.

CARRIED

By-Law 18-1408 - To strike rates of taxation and authorize tax installments for 2018

18-298

MOVED BY: R. Prefasi

SECONDED BY: D. Burrows

BE IT RESOLVED THAT By-law number 18-1408, being a bylaw to strike rates of taxation and authorize tax installments for 2018 be taken as read a first, second and third time and finally passed this 17th day of July 2018; AND FURTHER THAT the said by-law be signed by the Mayor and Clerk and recorded in the by-law book.

CARRIED

ADJOURNMENT

18-299

MOVED BY: C. Lowery

SECONDED BY: J. Harding

BE IT RESOLVED THAT this meeting adjourn at 8:30 p.m.

CARRIED

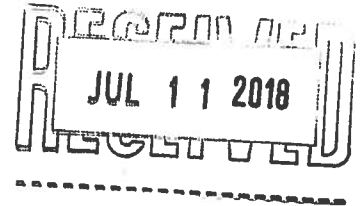
Mayor

Clerk

116 36A

Tammy Lepage

From: Tammy Lepage
Sent: July 12, 2018 4:56 PM
To: Tammy Lepage
Subject: FW: Please see letter
Attachments: Letter to Mayor and Council.pages; ATT00001.htm



From: John <johnh07@ontera.net>
Date: July 11, 2018 at 10:56:18 AM EDT
To: <mayor@temagami.ca>
Subject: Please see letter

Hello Mayor Hunter,

I am asking for some archival information. I know you are short staffed. A short call to Kemp's Office would get it done, for a cost likely...

I would assume that this letter will make it to correspondence on the next Council agenda...

I am on a Mac so if you cannot open the attachment let me know.

File ☒ Incoming ☐ Other
Mayor ☒
Council ☐ I ☒ A
CAO ☒
Building ☐
Finance ☐ S ☐ C
Ec Dev ☐ S ☐ C
Parks & Rec ☐ S ☐ C
Planning ☐ S ☐ C
Public Wks ☐ S ☐ C
PPP ☐
Social Services ☐
☐ _____
☐ _____

July 11, 2018

Mayor Lori Hunter,

I am making a formal request for a copy of the 1992 Financial Audit Report. I understand that your staff compliment (particularly senior financial staff) has been decimated since the recent by-election, so what I'm looking for, in particular, is the Management Letter that showed that the Auditors could not deliver an Audit for the last year of that term. Also, a copy of the public document that shows the remuneration and expenses for Reeve and Council for that year.

It is past due for the 2018 budget to be delivered by the Chair of the Finance Committee. Please provide me with the Chair's name and the names of the members of public for that Committee, as I am interested in knowing how much of our Reserves has been depleted since the by-election.

I am hoping that as a member of the public, I will be given an opportunity to see and comment on the proposed budget prior to its passing. And in closing, it will be appreciated that I receive this information prior to nomination day later this month.

John Hodgson
Ratepayer

11631

From: Ellen Withers <withersellen@Dal.Ca>
Sent: Thursday, July 5, 2018 11:42 AM
To: Roxanne St. Germain
Cc: jibutler@yorku.ca
Subject: Please Post and Circulate: Call for Participants for Research Study on Transitional Care in Rural Ontario
Attachments: Rural TC Lay Abstract.docx.pdf; MOH Advertisement For Flyer & Newspaper_Patients & Families 30 01 2018.pdf

JUL 05 2018

Hello,

I am writing on behalf of Professor Mary Fox, Associate Professor at York University. Dr. Fox is leading a research project on the care that patients and their families in rural Ontario receive in hospital and when they come home after a hospital stay. The project team includes researchers (e.g. at York University, Ryerson University, and Trent University) and home care and hospital administrators and clinicians (e.g. nurses, doctors).

We are looking for patients and family caregivers to participate in our study. Can you please post the attached flyer and short summary of the research on any bulletin boards, websites, or social media that you have where the community might access them, and forward to any individuals or groups you think may be interested in participating? Any help you can provide in raising awareness of the project would be most appreciated.

If you have any questions about the study, please contact Dr. Jeffrey Butler, the project manager, via email at jibutler@yorku.ca or by phone at 647-951-2055.

Kind regards,

Ellen Withers
Research Assistant
School of Nursing, Faculty of Health

File ☒ Incoming ☐ Other
Mayor ☒
Council ☒ I ☐ A
CAO ☐
Building ☐
Finance ☐ S ☐ C
Ec Dev ☐ S ☐ C
Parks & Rec ☐ S ☐ C
Planning ☐ S ☐ C
Public Wks ☐ S ☐ C
PPP ☐
Social Services ☒
☐ FAMILY

MEDICAL TEAM

Title. Adapting hospital-to-home transitional care interventions to the Ontario rural healthcare context

Project Lead. Mary Fox, Associate Professor, York University

Lay abstract.

When hospital discharges are poorly planned, patients may not know how to manage their post-discharge care. They may need to visit the emergency room or be readmitted to the hospital. Hospital-to-home Transitional Care (TC) is provided by Ontario nurses to help patients and their families manage care after a hospital stay, but patients in rural areas have more emergency room visits and hospital readmissions than patients in urban areas. These trends indicate problems in TC in rural areas. Because TC was designed and evaluated with patients in urban areas, it may not meet the needs of rural patients or their families.

The overall goal of this study is to improve TC in rural areas in Ontario.

This goal will be achieved by inviting patients from rural areas, their families, and nurses who provide TC to them, to tell us how to revise TC to better meet their post-discharge care management needs. This will result in more relevant and feasible TC for people living in rural areas. The expected impacts are better prepared patients and families for managing care after hospital discharge, fewer emergency room visits and hospital readmissions, and cost savings to Ontario's healthcare system.



PARTICIPANTS NEEDED FOR RESEARCH

ON: RETURNING HOME AFTER A HOSPITAL STAY

We are looking for volunteers to take part in a study about their experience with discharge from hospital to home.

Your voluntary participation in the study will involve 2 telephone interviews. Participants will receive up to \$75 in COMPENSATION for their time.

You may be eligible if you:

- i) Are 18 years of age or older
- ii) Live in a rural community in Ontario
- iii) Are being discharged from hospital or have been discharged from hospital in the past 30 days
- iv) Are caring for a family member who was discharged in the past 30 days

For more information about the study please contact:

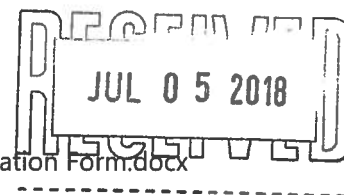
Jeffrey Butler at jibutler@yorku.ca or call 1-647-951-2055



Ministry of
Health and Long-Term Care



From: Susan Hughes <literacycst@gmail.com>
Sent: Thursday, July 5, 2018 10:47 PM
To: Roxanne St. Germain
Subject: Hilda Fowke Memorial Spelling Bee and Dinner
Attachments: 2018 - Event Sponsor Form.docx; 2018 - Silent Auction Donation Form.docx



To Whom It May Concern,

The Literacy Council of South Temiskaming is a community-based non-profit agency that provides upgrading and training to local adults. Only 52% of Canadians meet the minimum literacy and numeracy skills, far below what many countries consider necessary for successful participation in society. This leaves 48% of Canadians with limited skills and has a strong impact on Canada's ability to compete in a global market. We receive funding from the Ministry of Advanced Education and Skills Development; however, we must fundraise in order to provide classroom supplies, textbooks and equipment.

One of our most successful fundraising events is our annual Hilda Fowke Memorial Spelling Bee and Dinner, which will be held on **September 27, 2018**. This event also includes a silent auction and we are looking to the community for donations. Alternatively, you can become an event sponsor by completing the attached form. Last year, the generous donations from organizations like yours helped us to raise the money to purchase much-needed classroom materials and resources.

For more information, please contact the Literacy Council at (705) 647-4040 or email us at literacycst@gmail.com. We thank you for your time and support.

Sincerely,

Fundraising Committee

40 Paget Street North, Box 1558, New Liskeard, Ontario P0J 1P0 Tel: 705-647-4040 Fax: 705-647-4062

Email: literacycst@gmail.com Website: www.lcst.ca

This *Employment Ontario* program is funded by the Ministry of Advanced Education and Skills Development

File ☐ Incoming ☐ Other
 Mayor ☐
 Council ☐ I ☐ A
 CAO ☐
 Building ☐
 Finance ☐ S ☐ C
 Ec Dev ☐ S ☐ C
 Parks & Rec ☐ S ☐ C
 Planning ☐ S ☐ C
 Public Wks ☐ S ☐ C
 PPP ☐
 Social Services ☐
☐ _____
☐ _____



LITERACY COUNCIL OF SOUTH TEMISKAMING

If you want to learn, we want to help



Spelling Bee 2018

Hilda Fowke Memorial Spelling Bee & Dinner

September 27, 2018

Event Sponsorship

Helping to Grow Literacy in South Temiskaming



Flower Sponsor

\$1000

- Logo and name to appear on Bee program
- Special "thank you" notice on LCST website and Facebook
- Company may distribute pre-approved promotional items at the Bee
- Automatic entry of a team and 3 dinner tickets if participating in the Bee



Leaf Sponsor

\$500

- Logo and name to appear on Bee program
- Special "thank you" notice on LCST website and Facebook
- Automatic entry of a team and 3 dinner tickets if participating in the Bee



Stem Sponsor

\$250

- Logo and name to appear on Bee program
- Special "thank you" notice on LCST website and Facebook
- Automatic entry of a team if participating in the Bee



Seed Sponsor

\$100

- Logo and name to appear on Bee program
- Special "thank you" notice on LCST website and Facebook

Charity BN Registration # 13038 9372 RR 0001

40 Paget Street North, Box 1558, New Liskeard, Ontario P0J 1P0 Tel: 705-647-4040 Fax: 705-647-4062

Email: literacycst@gmail.com Website: www.lcst.ca

This *Employment Ontario* program is funded by the Ministry of Advanced Education and Skills
Development



LITERACY COUNCIL OF SOUTH TEMISKAMING

If you want to learn, we want to help



Spelling Bee 2018

Hilda Fowke Memorial Spelling Bee & Dinner

September 27, 2018

Silent Auction Registration Form

Yes! _____

(Company Name) will be a silent auction Sponsor.

Item(s) to be donated: _____

Retail Value: _____

Contact Name: _____

Address: _____

City: _____

Phone: _____

Email: _____

Please fax or email this form to
Literacy Council of South Temiskaming at
(705)-647-4062 or literacycst@gmail.com

40 Paget Street North, Box 1558, New Liskeard, Ontario P0J 1P0 Tel: 705-647-4040 Fax: 705-647-4062

Email: literacycst@gmail.com Website: www.lcst.ca

This Employment Ontario program is funded by the Ministry of Advanced Education and Skills
Development



Corporation of the Municipality of Temagami

Memo No.
2018-M-035

Memorandum to Council

☒ **Staff**
☐ **Committee**

Subject: Official Plan Update Process

Agenda Date: July 17, 2018

**Attachments for
Information:**

RECOMMENDATION

This memorandum is to recommend that Council consider the following motion:

BE IT RESOLVED THAT Council receive Memo 2018-M-035 regarding the Official Plan Update Process;

AND FURTHER THAT Council direct Staff to defer the issuance of a Request for Proposal for an appropriate planner and/or consultant (individual or firm) for the Official Plan update process until January.

INFORMATION

Previously, Council had issued a RFP in the hopes of engaging a consultant for the comprehensive review and update to the Official Plan. At the end of the process, the Municipality was not successful in moving this to the point of a contract.

Given the election period we are presently under, as well as the fact that establishing an RFP process at this point in the year would not result in having consultant lead public engagement during the summer period, Staff are recommending that this process be put on hold until after the election.

By issuing an RFP call in January, there should be sufficient time to engage a consultant, allow them to have a pre-consultation with the Province through the Ministry of Municipal Affairs and Housing and establish a robust schedule for public engagement during the summer of 2019.

Prepared by:

Reviewed and Approved for Council consideration by:

Craig Davidson,
Treasurer/Administrator

Name, Position

Name, Position



Corporation of the Municipality of Temagami

Memorandum to Council

Memo No.
2018-M-036

☒ Staff
☐ Committee

Subject: Goals for remainder of 2018

Agenda Date: July 26, 2018

Attachments:

RECOMMENDATION

This memorandum is:

☒ To be received for information

INFORMATION

As noted verbally at the Committee of the Whole meeting on July 17, 2018, apart from attempting to familiarize myself at a time when there was much commotion due to the fire situation, I started to complete reporting and administrative functions that had yet to be completed. Of note, the energy report that was due on July 1st and work required to ensure our vote by mail election process could continue was at the top of the list. Apart from Council and Committee of the Whole meetings preparation, working on signing authorities and other regulatory items necessary when a new Treasurer or Administrator assumes their duties were completed.

The nomination period for this fall's municipal election ends on July 27th. Working with Staff, I intend on leading the efforts to complete the process for ensuring our candidates are certified, ballots appropriately prepared, voter information is uploaded, and those working in election management and operation are appropriately trained.

As well, the 2017 financial audit has yet to be completed. There is still some work to get the working papers ready for the auditor as well as completion of the financial information return. This process will be given some priority as our financial institution and the Province use our audited financial statements and the Financial Information Return to rely on timely submission of these reports to continue credit facilities (if required) and flowing funding dollars.

There is much paperwork that has yet to be looked at and as this is completed, priorities may be adjusted as required by the different files. As well, as many Staff were covering different areas of operation while we were short (and continue to be) staffed, ensuring work assignments are appropriately allocated will be a little of a moving target. In essence, time is required to observe individual strengths and weaknesses to ensure staff have landed in the appropriate positions. As we near the end of this Council term, advertising for a Municipal Clerk will start so the process can end after the start of the new term when Council will once again be able to appoint officers of the corporation (assuming that we will be in a lame duck position as of 2:00pm on July 27th).

There are also some projects and typical day to day operations being worked on by Staff in all Departments. Ensuring our grant programs are operating effectively with reports being completed on time is vital to ensuring that in future funding opportunities we are looked on through a favourable lens.

Another larger project to be completed is the installation and training for the Vadim Software system. The expectation is that sometime between the last taxation installment due date and the end of the calendar year, the switch will be made to this new financial system. There is quite a bit of work to be done prior to

that, for example ensuring our chart of accounts is reflective of our current operations as well as capital asset detail etc. as well as ensuring we have the appropriate process in place to ensure that the integrity of our financial information is not compromised as this switch is made.

There are a few policies that are in need of updating, especially with the passage of Bill 68. Two examples of these are our Procedural By-Law and our Tax Billing and Collecting Policy, both which have experienced changes to their supporting legislation.

Once the collection policy has been updated, then re-establishing the process for the tax registration process will commence to ensure that we are not lagging in collecting the revenues we bill.

From a Staffing perspective, there are evaluations to be completed as well as, as mentioned above, work ensure we are best utilizing skills of those that are here. In some ways this could be considered as a mini internal organizational review.

In essence there is quite a bit of foundational work to be completed over the next few months while also ensuring Staff working on projects or in the day to day operations are supported and information is being presented in the appropriate forum to Council and/or its Committees.

Respectfully Submitted.

Prepared by:

Reviewed by:

Craig Davidson Treasurer/Administrator	
Name, Position	Name, Position



Corporation of the Municipality of Temagami

Memo No.
2018-M-038

Memorandum to Council



Staff



Committee

Subject: Staffing positions during lame duck period

Agenda Date: July 26, 2018

Attachments:

RECOMMENDATION

This memorandum is:



To be received for information

INFORMATION

It could be the case that at 2:00 pm on July 27th, Council may be in a 'lame duck' position. While there is a By-Law being presented for Council's consideration at this meeting to delegate certain powers to alleviate restrictions imposed by Section 275 of the Municipal Act 2001, as amended, the appointment of statutory officers of the corporation is one where, although included in the typical delegation by-law, would not be fully delegated as a By-Law for such appointment could not be presented for Council's consideration during a 'lame duck' period.

There are duties and responsibilities under the Municipal Act 2001, as amended as well as the Planning Act and the Municipal Elections Act, 1996, as amended, where statutory officers, especially a Clerk, is required for the Municipality to be able to appropriately function. To this end the following Statutory Officers are recommended:

Craig Davidson – Treasurer, Administrator, and Deputy Clerk
Tammy Lepage – Acting Clerk
Sandy Nadeau – Deputy Treasurer and Deputy Clerk
Sabrina Pandolfo – Deputy Clerk

By establishing these positions by passage of the by-law later in this meeting, Council can ensure that the municipality will be able to act in matters where statutory officers are required.

It is anticipated that a recruitment process will be initiated for the Clerk position as well as an internal organizational review to ensure we are appropriately utilizing skills of our workforce and as such it is expected that there could be further changes to statutory officers after the new Council term has begun in December.

Respectfully Submitted.

Prepared by:

Reviewed by:

Craig Davidson Treasurer/Administrator

Name, Position

Name, Position



Corporation of the Municipality of Temagami

Memo No.
2018-M-039

Memorandum to Council

☒ Staff

☐ Committee

Subject: Update on Funding application regarding Access to Industrial Lots

Agenda Date: July 26, 2018

Attachments:

- Plan 36R10857
- Quote from EXP. Services Inc. Regarding Boundary Stakeout Fee proposal

RECOMMENDATION

This memorandum is:

☒ To be received for information

INFORMATION

This Memo is being provided to Council as an item received for information. Council directed staff to submit an application for funding, to get a road put in for access to the two back lots at the Industrial Park. At this time, Access to these back lots at the Industrial Park are for recreational (ATV) vehicles only and isn't wide enough to be accessed by vehicles.

Staff was directed to get a quote (**attached**) from EXP. Services Inc .for a boundary stakeout on Part 12 (Municipality of Temagami road) on Plan 36R10857 (**attached**).

As an update to Council an application to FedNor was submitted June 21, 2018 we've received confirmation of receipt of the application; however no further updates at this time.

Prepared by:

Reviewed by:

Tammy Lepage, Planning Clerk

Name, Position

Craig Davidson Treasurer/Administrator

Name, Position



June 29, 2018

Email: planning@temagami.ca

Ms. Tammy Lepage, Planning Clerk
Municipality of Temagami
P.O. Box 220
7 Lakeshore Drive
Temagami, ON P0H 2H0

**Re: Boundary Stakeout - Fee Proposal – Rev.00
Part 12, Plan 36R-10857
Township of Strathy, Temagami, ON**

Dear Ms. Lepage:

Exp Services Inc. (**exp**) would like to thank you for giving us the opportunity to submit this proposal for the above referenced project.

As a service to our clients, EXP has entered into an agreement with Goodridge Goulet Planning & Surveying Ltd. (GGPS) to provide Ontario Land Surveyor professional oversight and supervision of all components of this project under their Certificate of Authorization issued by the Association of Ontario Land Surveyors. This project will be a joint effort between EXP and GGPS with local EXP staff conducting all day-to-day field surveys and calculations. To simplify your accounting, EXP will issue invoices associated with this project. Paul Goodridge, OLS, will be the supervising Surveyor and can be reached at (705) 493-1770 or paul.goodridge@ggpsltd.com.

BACKGROUND

We understand that you require a boundary stakeout for Part 12 on Plan 36R-10857, in the Township of Strathy, Township of Temagami, District of Nipissing.

PROJECT SCOPE

Based on the project's background, **EXP's** scope for this project will include the following:

1. Completing a records search at the Land Registry Office.
2. Mobilizing a survey crew complete with Base RTK GPS and Total Station to site to complete the following:
 - a. Boundary retracement.
 - b. Set wood stakes along the requested boundary.
 - c. Preparation of field notes.



3. Review and signoff by an Ontario Land Surveyor.

DELIVERABLES

The boundary described above will be staked out with wood stakes. All monuments found will be marked out with wood stakes, flagging and survey paint.

ASSUMPTIONS

It is assumed that the boundary can be re-established using the monuments found on Plan 36R-10857. If required monumentation is destroyed, additional fees may be required to complete additional fieldwork and calculations.

EXCLUSIONS

The following work is excluded from this fee proposal:

1. Preparation of a Legal Plan of Survey (ie. Reference Plan).
2. Topographic Survey.
3. Any work not identified in the Project Scope.

SCHEDULE

It is anticipated that fieldwork will begin within two to three weeks of signed Work Authorization.

PROFESSIONAL FEES

Our lump sum fee to complete the above scope of work will be **\$7,500.00+ HST**. Should additional services be required beyond those noted in the scope of work, additional fees will be charged on a time and expense basis according to the following rate schedule:

Manager	\$180/hr
Ontario Land Surveyor	\$140/hr
Two-Person Survey Crew	\$150/hr
Party Chief	\$100/hr
Computations/Drafting	\$80/hr
Title Searching	\$70/hr
Mileage	\$0.50/km
Monuments	\$20/monument
LRO Deposit Fees	\$70/plan
AOLS Submission Sticker	\$16/plan
Base+RTK GPS	\$150/day



FORM OF CONTRACT

Should you find this proposal satisfactory, kindly sign and return the attached Work Authorization as our instructions to proceed.

If you have any questions, please don't hesitate to call.

Yours truly,

EXP SERVICES INC.

Prepared by:

A handwritten signature in black ink, appearing to read "Sharon Griesse".

Sharon Griesse
Drafter

Reviewed by:

A handwritten signature in blue ink, appearing to read "Farzad Salehi".

Farzad Salehi, OLS, OLIP
EXP Geomatics Lead

Attach.

- Work Authorization
- Terms and Conditions



WORK AUTHORIZATION

Client Name: (“CLIENT”)	Municipality of Temagami		
Address:	P.O. Box 220, 7 Lakeshore Drive, Temagami, ON, P0H 2H0		
Contact:	Tammy Lepage		
Contact Email:	planning@temagami.ca	Client ID Number:	
Contact Phone:	1-705-569-3421 Ext. 210	Contact Fax:	1-705-569-2834
exp Services Inc. (“CONSULTANT”) is authorized to provide services at:			
Project Name:	NWL–Tammy Lepage – Boundary Stakeout-Rev00		
Project Location:	Temagami, ON		
The services to be performed are limited to: Survey Services as per Letter of June 29, 2018.			
Project Manager:	Farzad Salehi, OLS, OLIP		
Charges for the services: as per Letter of June 29, 2018 – Lump Sum Fee of \$7,500 + HST			
Please return one signed copy of this work authorization as confirmation of your requirement and as your authorization for exp to proceed.			
TERMS AND CONDITIONS Services to be provided in accordance with the Terms and Conditions and Estimate attached. CLIENT’S signature below indicates acceptance of the attached Terms and Conditions and Estimate.			
EXP Services Inc.		Municipality of Temagami	
<i>Signature:</i> _____ <div style="text-align: center;">Farzad Salehi – OLS, OLIP</div> <i>Project No.:</i> <i>Date:</i>		<i>Signature:</i> _____ <i>Print Name:</i> _____ <i>Project No.:</i> <i>Date:</i>	

The CLIENT acknowledges and agrees that **exp** may, at its sole discretion, hold back issuance of final reports or other deliverables until payment of all past due amounts has been received.

1. **AUTHORIZATION TO PROCEED.** The signing of the Work Authorization form attached to these Terms and Conditions, which together with CONSULTANT's proposal shall collectively be referred to as the Agreement, will serve as written authorization for CONSULTANT to proceed with the services called for in this Agreement.
2. **EXTENT OF AGREEMENT.** This Agreement, including attachments incorporated herein by reference, represents the entire agreement between CONSULTANT and CLIENT and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be altered only by written instrument signed by authorized representatives of both CLIENT and CONSULTANT.
3. **CHANGES.** Work beyond the scope of Services or redoing any part of the Services through no fault of CONSULTANT, shall constitute extra work and shall be paid for on a time and material basis in addition to any other payment provided for in this Agreement. In the event, CONSULTANT's work is interrupted due to delays other than delays caused by CONSULTANT, CONSULTANT shall be compensated based on CONSULTANT's current Fee Schedule for the additional labour or other charges associated with maintaining its work force for CLIENT's benefit during the delay, or at the option of the CLIENT, for charges incurred by CONSULTANT for demobilization and subsequent remobilization. If, during the course of performance of this agreement, conditions or circumstances are discovered which were not contemplated by CONSULTANT at the commencement of this Agreement, CONSULTANT shall notify CLIENT in writing of the newly discovered conditions or circumstances and the impact on the Agreement. CLIENT and CONSULTANT agree to negotiate in good faith any changes to the price, terms and conditions, or schedule of this Agreement. Written notice of changes will be provided by CONSULTANT to the CLIENT by Change Order for the CLIENT's approval.
4. **PAYMENT.** CONSULTANT shall invoice CLIENT periodically for the services performed under this Agreement, including laboratory services, if required. Compensation for such services shall be in accordance with CONSULTANT's current Fee Schedule or the terms of the proposal, which do not include applicable taxes. CLIENT shall pay invoices upon receipt. Invoices not paid within thirty (30) days of the invoice date shall be subject to a late payment charge of 1.5% per month (18% per year) from the date of billing until paid. The invoice amounts shall be presumed to be correct unless CLIENT notifies CONSULTANT in writing within fourteen (14) days of receipt. Progress billings, when paid, represent acceptance by CLIENT of the invoiced services performed by CONSULTANT. The CLIENT agrees to pay legal fees and costs necessary to collect on past due accounts. If CLIENT fails to pay an invoice when due, CONSULTANT may suspend all services until such invoice is paid in full.
5. **PERMITS, UTILITIES AND ACCESS.** Unless otherwise provided, the CLIENT shall apply for and obtain all required permits and licenses. The CLIENT warrants that it has made all necessary arrangements for right to entry to provide CONSULTANT access to the site for all equipment and personnel at no charge to CONSULTANT. The CLIENT shall also provide CONSULTANT with the location of all underground utilities and structures in the vicinity of the work area, unless otherwise agreed in writing. While CONSULTANT will take all reasonable precautions to minimize any damage to the property, the CLIENT agrees to hold CONSULTANT harmless for any damages to any underground subsurface structures or any damage required for right of entry.
6. **COST ESTIMATES.** If CONSULTANT provides an estimate of probable costs or a budget for the Work that is developed by CONSULTANT during the performance of the Scope of Services, the CLIENT hereby acknowledges that neither CONSULTANT nor CLIENT has control over other professional fees, land development, or other costs related to the entire Project. Therefore CONSULTANT does not warrant or represent the Project costs will not vary from the Project Budget. Neither CONSULTANT nor the CLIENT has control over the cost of labour, materials or equipment, over the contractor's methods of determining bid prices, or over competitive bidding, market, or negotiating conditions. CONSULTANT therefore does not warrant or represent that bids or negotiated prices will not vary from the estimate of probable construction cost.
7. **DISPUTES.** Any dispute arising under this Agreement shall first be resolved by taking the following steps. A successive step shall be taken if the issue is not resolved at the preceding step: 1) by the technical and contractual personnel for each Party, 2) by executive management of each Party, 3) by mediation, 4) by arbitration if both Parties agree or 5) through the court system in the Province of Ontario.
8. **STANDARD OF CARE.** CONSULTANT shall perform its services in a manner consistent with the standard of care and skill ordinarily exercised by members of the profession practicing under similar conditions in the geographic vicinity and at the time the services are performed. This Agreement neither makes nor intends a warranty or guarantee, express or implied.
9. **INDEMNITY.** Notwithstanding any other provision of this Agreement, the CLIENT agrees to indemnify, defend and hold harmless CONSULTANT, its officers, directors, employees and subconsultants (collectively "CONSULTANT") against all damages, liabilities or costs including reasonable legal fees and defense costs arising out of or in any way connected with this Project or the performance of the services under this Agreement, excepting those damages, liabilities or costs attributable to the negligent acts or omissions by CONSULTANT.

10. **LIMITATION OF LIABILITY.** Notwithstanding any other provision of this Agreement, the total liability of CONSULTANT, its officers, directors and employees, to the CLIENT and anyone claiming by or through the CLIENT, for any and all claims, losses, costs or damages from any cause in any way related to the project or the Agreement, shall not exceed the fees paid to the CONSULTANT. CONSULTANT shall not be liable for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or this Agreement. CLIENT and CONSULTANT agree that any legal actions arising directly or indirectly from this Agreement and/or CONSULTANT's performance of the Services shall be filed no later than two years from the date the Services have been performed.
11. **RESPONSIBILITY.** CONSULTANT is not responsible for the completion or quality of work that is dependent upon information provided by or services performed by the CLIENT or third parties not under the direct control of CONSULTANT. CONSULTANT is not responsible for the acts or omissions or for any damages resulting from the actions of such parties. CONSULTANT does not assert control or assume responsibility for a Contractor not retained directly by CONSULTANT or over a CLIENT's employees, work site, work methods or property.
12. **OWNERSHIP AND CONFIDENTIALITY.** Unless otherwise agreed to by the parties in writing, all documents (including reports, drawings and specifications, and electronic or digital copies) required to be prepared by or on behalf of CONSULTANT in connection with the Services will become the property of the CLIENT upon full and final payment of the Compensation. The copyright and all intellectual property in the documents and designs shall be retained by CONSULTANT. CONSULTANT hereby grants to CLIENT a non-exclusive right and royalty-free license to use, disclose and reproduce the documents solely for the purpose of the project. CLIENT will not distribute or convey CONSULTANT's reports or recommendations to any person or organization other than those identified in the project description without CONSULTANT's written authorization. CLIENT releases CONSULTANT from liability and agrees to defend, indemnify, protect and hold harmless CONSULTANT from any and all claims, liability, damages or expenses arising, in whole or in part, from unauthorized use. Information provided by either party with respect to the project's design, supplies, management, costs, description or other pertinent information are confidential. The parties agree not to disclose such information to third parties unless necessary to the project's execution or already a matter of public knowledge.
13. **FIELD REPRESENTATION.** The presence of CONSULTANT's or its subcontractors' field personnel, may be required for the purpose of providing project administration, assessment, observation and/or field testing. Should a contractor(s) not retained by CONSULTANT be involved in the project, CLIENT will advise such contractor(s) that CONSULTANT's services do not include supervision or direction of the means, methods or actual work of the contractor(s), its employees or agents. CLIENT will also inform contractor that the presence of CONSULTANT's field representative for project administration, assessment, observation or testing, will not relieve the Contractor of its responsibilities for performing the work in accordance with applicable regulations, or in accordance with project plans and specifications. If a contractor is involved on the project, CLIENT agrees CONSULTANT shall not be responsible for working conditions on the job site including the safety and security of persons or property.
14. **ENVIRONMENTAL CONDITIONS.** CLIENT shall have responsibility and liability for the environmental conditions on the site. Without limiting the generality of the foregoing, CONSULTANT shall have no liability to the CLIENT or any third party for Mould Related Claims, contaminants, or any other hazardous, dangerous or toxic substance. For the purposes of this section, Mould Related Claims means any claim arising out of or resulting from the actual, alleged or threatened existence, effects, ingestion, inhalation, abatement, testing, monitoring, remediation, enclosure, decontamination, repair, removal or the actual or alleged failure to detect Mould, Mildew or other Fungus in any form. Mould, Mildew, or other Fungus means any plant-like group that does not produce chlorophyll and derives food either by decomposing organic matter from dead plants and animals or by parasitic attachment to living organisms or any substance specifically or commonly referred to as mould, mildew, or fungus, and includes any and all mycotoxins, spores, scents, or other byproducts that are produced by the above-described groups or substances. CLIENT shall be responsible for and promptly pay for the removal and lawful disposal of Mould, Mildew, or other Fungus, contaminants, hazardous materials, asbestos, samples and cuttings unless otherwise agreed in writing. The discovery of such conditions on the site shall result in the issuance of a Change Order to the extent that the services of CONSULTANT are impacted.
15. **TERMINATION.** This Agreement may be terminated by either party upon ten (10) days written notice to the other. In the event of termination, CLIENT shall pay for all charges for work performed and demobilization by CONSULTANT. The limitation of liability and indemnity obligations of this Agreement shall be binding notwithstanding any termination of this Agreement.
16. **SOLICITATION.** Neither Party will, directly or indirectly, for a period of two years from the expiration date of this Agreement, solicit for employment or any other engagement the services of any person who is now employed by the other Party or any affiliate, except in the course of general recruitment efforts.
17. **ASSIGNMENT.** Neither CLIENT nor CONSULTANT shall assign its interest in this Agreement without the written consent of the other.
18. **GOVERNING LAW.** This Agreement is governed by the laws of the Province of Ontario.



Corporation of the Municipality of Temagami

Memorandum to Council

Memo No.
2018-M-041

☒ Staff
☐ Committee

Subject: Restricted Acts

Agenda Date: July 26, 2018

Attachments:

RECOMMENDATION

This memorandum is:

☒ To be received for information

INFORMATION

It could be the case that at 2:00 pm on July 27th, Council may be in a 'lame duck' position. Section 275 of the Municipal Act 2001, as amended, restricts certain acts while Council is in this position.

To determine whether the section outlining restricted acts applies there are two tests. The first is on Nomination Day or July 27th for the 2018 election. If it is not possible to have 75% of the present Members of Council be on the new Council, or in our case 6 Members, then Section 275 applies. The second test is after the results of the election are known and less than 75% of the present Members have been reelected and/or acclaimed.

Council may, prior to Nomination Day, delegate responsibility until the new Council has taken their Oath of Office at the Inaugural Meeting. This delegation would only become effective in a period of restricted acts and any actions taken as a result of this delegation would be reported to Council for ratification at the first business meeting of the new term. All legislation and policies that presently guide decision making would still exist during the period of delegation.

Respectfully Submitted.

Prepared by:

Reviewed by:

Craig Davidson Treasurer/Administrator	
Name, Position	Name, Position



Corporation of the Municipality of Temagami

Memo No.
2018-M-042

Memorandum to Council

☒ **Staff**
☐ **Committee**

Subject: AMO Conference

Agenda Date: July 26, 2018

Attachments:

RECOMMENDATION

That should the local DSSAB be successful in arranging meetings with Provincial Ministers that are of a concern to the Municipality of Temagami that the Mayor and Treasurer/Administrator are requested to attend.

INFORMATION

The annual conference for the Association of Municipalities of Ontario (AMO) is being held in Ottawa from August 19th to the 22nd. Councillor Lowery is attending on behalf of the DSAB. As part of the preparations for the conference, there have been delegation requests made by the DSAB, most notably as related to Supportive Housing initiatives.

Should delegation requests be approved, having the Mayor and the Treasurer/Administrator at these meetings would be beneficial to the Municipality.

Prepared by:

Reviewed by:

Craig Davidson, Treasurer/Administrator

Name, Position

Name, Position



Corporation of the Municipality of Temagami

Report No.
2018-020

Memorandum to Council

☒ **Staff**
☐ **Committee**

Subject:	Encroachments and Lot Line Variations regarding 12 Parkwood Lane
Agenda Date:	July 26, 2018
Attachments:	<ul style="list-style-type: none">• DRAFT Encroachment Agreement• Lots 186 to 193 on Registered Plan M-66• Resolution No. 14-088 & Report No. 2014-021

RECOMMENDATION

WHEREAS the Municipality of Temagami in 2014 received a request regarding the encroachments on 12 Parkwood Lane; AND WHEREAS the Municipality road encroaches on the property owner's driveway and the applicants garage encroaches on to municipal property; AND WHEREAS the Municipality of Temagami directed staff on February 20, 2014 to prepare and draft encroachment agreement for Council's consideration; AND WHEREAS an encroachment agreement will permit the structures to remain until the structures are demolished or otherwise removed; AND WHEREAS the proponent shall cover all legal costs associated with the encroachment agreement unless Council deems otherwise; NOW THEREFORE BE IT RESOLVED THAT Council receive report No. 2018-020; AND FURTHER THAT Council direct staff to execute and finalize the agreement with the proponent.

BACKGROUND

This report is being brought forward to Council as previous direction was given to staff to bring information regarding encroachments and what that means when a structure (retaining walls, garages or houses etc.) that are not built entirely on privately owned land.

The Municipality has had numerous Municipal Planners over the course of seven years. Wayne Koethe (previous Municipal Planner) provided to Council Report No. 2014-021 (**attached**), which outlined recommendations of possible solutions for encroachments within the Municipality. Another issue with encroachments is that often Municipal roads also encroach onto private lands, especially with "Forced Roads".

If Council deems it desirable as this issue has been outstanding for more than four years, Council may wish for the proponent, to cover all cost, such as legal associated with the agreement. As Mr. Koethe's reports mentions that one option is to use an encroachment agreement that is a registerable document on title of the property.

For Council's information Kemp Pirie was consulted in 2014 regarding drafting an encroachment agreement and the attached agreement was drafted in conjunction with comments and suggestions received by our legal representation.

Prepared and Submitted by:	Reviewed by:
Tammy Lepage, Planning Clerk	Craig Davidson, Treasurer/Administrator
Name and Position	Name and Position

Agreement between
The Corporation of the Municipality of Temagami
and
Owner
for the subject lands (Property Location)

FORM OF AGREEMENT

THIS AGREEMENT made in duplicate this ____ day of _____, 2018.

B E T W E E N: CORPORATION OF THE MUNICIPALITY OF TEMAGAMI

A N D:

(hereinafter called “the Owner”)

W I T N E S S E T H:

THAT the Owner and the Contractor shall undertake and agree as follows:

RECITALS

- a) The Owner is the registered and beneficial owner of _____ **ADDRESS and LEGAL DESCRIPTION** _____ (hereinafter called the “Property”);
- b) The Owner has made certain improvements to the Property, including the construction of a _____ **STRUCTURE DESCRIPTION** _____ and a _____ **STRUCTURE DESCRIPTION** _____ (collectively the “Subject Improvements”) which encroach upon the road allowances for _____ and _____, the abutting dedicated municipal roads;
- c) The Municipality is prepared to permit the Subject Improvements to continue to encroach upon the dedicated roads. A sketch illustrating the Subject Improvements are hereto attached as Appendix “A” to this Encroachment Agreement.

TERMS AND CONDITIONS

- 1** The Owner acknowledges that for the duration of time that the Subject Improvements continue to encroach upon the dedicated municipal road, the Municipality shall be entitled to an annual encroachment fee of \$____ as per By-law _____, as amended, being a bylaw to _____. Said encroachment fee shall be added to the Owner’s annual payments in lieu of realty taxes to the Municipality in respect of the Property as contemplated under the Municipal Grants Act;
- 2** In the event the Municipality delivers written notice to the Owner that the Municipality requires for municipal work purposes any portion of the dedicated municipal road which is affected by the Subject Improvements, the Owner shall, at its sole cost and expense either reconfigure, or relocate the Subject Improvements in a manner-acceptable to the Municipality, acting reasonably, or in the alternative, remove the Subject Improvements therefrom;
- 3** The Owner shall be responsible for the maintenance and repair of the Subject Improvements and all related expenses;

- WITNESS** the signature and seal of the parties hereto.

APPENDIX “A”
to this Encroachment Agreement

ILLUSTRATION OF ENCROACHMENT

DRAFT



Corporation of the Municipality of Temagami

Report No.
2014-021

File No.
N/A

Subject:	Encroachments and Lot Line Variations
Agenda Date:	February 20, 2014
Attachments:	n/a

RECOMMENDATION

1. THAT Council receive the report No. 2014-021 regarding Encroachments and Lot Line Variations;
2. WHEREAS non-Municipal structures may be located on Municipal right-of-ways;

AND WHEREAS proponents may approach the Municipality requesting to allow subject structures to remain;

AND WHEREAS Council may consider allowing subject structures to remain through the use of an encroachment agreement;

NOW THEREFORE BE IT RESOLVED THAT an encroachment agreement registered on title to the encroaching property shall be the mechanism employed to allow subject structures to remain until subject structures are demolished or otherwise removed;

AND FURTHER THAT proponents shall cover all legal costs associated with the encroachment agreement unless Council determines otherwise;

AND FURTHER THAT the sale of land to proponents may be employed as an alternative mechanism provided the proponent provides a rationale for the deviation to the satisfaction of Council;

AND FURTHER THAT Council direct staff to bring a draft encroachment agreement to Council for approval;

AND FURTHER THAT Council direct staff to draft a policy regarding this matter for Council's consideration;

AND FURTHER THAT each request will be considered on a case-by-case basis until a policy is approved regarding this matter.

BACKGROUND

This report is being brought to Council as direction was given to staff to bring information to Council for consideration regarding lot line variations that are historical in nature (CAO status report). This report discusses structures (i.e retaining walls, or houses) not built entirely on privately owned land which are encroaching on municipal road right-of-ways.

This report outlines the Municipality's options when a proponent approaches the Municipality seeking to 'legalize' a structure that is partially, or fully, on a municipal right-of-way. A proponent may seek to 'legalize' a structure for many reasons - including obtaining a mortgage, or for the transfer of land.

Another related issue is Municipal roads encroaching on private land. This is not discussed in this report. Also, privately owned structures encroaching on other persons privately owned land is not being considered in this report as this may be resolved through the consent (lot addition) process. Further, privately owned structures encroaching on Municipal patent land (i.e a vacant municipal lot) is not being considered in this report as this may be resolved through the sale of land process.

ANALYSIS

Options:

This report identifies two options for consideration:

1) One option is to use an encroachment agreement registered on title to the encroaching property. The Municipality would have to pass a by-law first to allow it to enter into the agreement. The encroachment agreement would allow the structure to remain until it is demolished or otherwise removed. At a later date, if the structure is demolished, or removed, any replacement structure would need to be re-built correctly on the proponents land.

It is recommended that the proponent cover all costs, such as legal, associated with the agreement.

The encroachment agreement would include a clause that the subject structures may be required to be reconfigured, relocated, or alternatively removed by the owner for municipal work purposes. The encroachment agreement would also include a clause stating that the Municipality is indemnified from all costs arising from the existence of the subject encroaching structure on Municipal land. If this is Council's desired option, having a lawyer prepare the agreement is recommended. A draft agreement can be prepared for Council approval.

If this is Council's desired option the following resolution is recommended:

WHEREAS non-Municipal structures may be located on Municipal right-of-ways;

AND WHEREAS proponents may approach the Municipality requesting to allow subject structures to remain;

AND WHEREAS Council may consider allowing subject structures to remain through the use of an encroachment agreement;

NOW THEREFORE BE IT RESOLVED THAT an encroachment agreement registered on title to the encroaching property shall be the mechanism employed to allow subject structures to remain until subject structures are demolished or otherwise removed;

AND FURTHER THAT proponents shall cover all legal costs associated with the encroachment agreement unless Council determines otherwise;

AND FURTHER THAT the sale of land to proponents may be employed as an alternative mechanism provided the proponent provides a rationale for the deviation to the satisfaction of Council;

AND FURTHER THAT Council direct staff to bring a draft encroachment agreement to Council for approval;

AND FURTHER THAT Council direct staff to draft a policy regarding this matter for Council's consideration;

AND FURTHER THAT each request will be considered on a case-by-case basis until a policy is approved regarding this matter.

Based on the above direction, staff can prepare a policy by-law to formalize the process – which would be brought back to Council for consideration.

This option provides some flexibility stating that 'the sale of land to proponents may be employed as an alternative mechanism provided the proponent provides a rationale for the deviation to the satisfaction of Council'.

2) Another option is that the Municipality may sell the land to the proponent. In this case, the proponent would make an offer to purchase; the land would be surveyed, and disposed of in the manner required by Municipal policy – including public notice requirements. A road closure by-law would be needed for structures located on Municipal right-of-ways prior to the land being disposed of. A deeming by-law may also be required on case-by-case basis.

With this option, even if the structure is demolished or otherwise removed, the proponent retains the land.

For discussion purposes, the road allowances in Temagami North (Plan M383, M393 and 36R9753) and the Village of Temagami (Plan M66 and M269) are a standard width of 66 feet (20 meters). The Municipality's Official Plan (OP) is the document guiding municipal planning policies at the municipal level. Section 2.12.2 discusses a standard width of 20 metres for municipal road allowances. Similarly, Section 2.12.3 discusses a minimum right of way of 20 metres for roads. It is not recommended that roadways be reduced in size. It is recommended that the Municipality retain a minimum right-of-way of 20 meters. Similarly, it is not recommended that municipal laneways be reduced in size.

It is recommended that the proponent cover all costs, such as appraisal, survey, by-law, notice, and legal, associated with the sale of land.

This option has not been recommended. If this is Council's desired option the following resolution is suggested:

WHEREAS non-Municipal structures may be located on Municipal right-of-ways;

AND WHEREAS proponents may approach the Municipality requesting to allow subject structures to remain;

AND WHEREAS Council may consider allowing subject structures to remain through the use of the offer of purchase and sale of land process;

NOW THEREFORE BE IT RESOLVED THAT the offer of purchase and sale of land process in accordance with Municipal policies and by-laws shall be the mechanism employed to allow subject structures to remain;

AND FURTHER THAT an encroachment agreement registered on title to the encroaching property may be employed as an alternative mechanism provided the proponent provides a rationale for the deviation to the satisfaction of Council;

AND FURTHER THAT each request will be considered on a case-by-case basis when Council considers accepting the offer to purchase.

Further Consideration:

Regardless of the option selected, each request will be considered by Council on their own merit as requests arise. Each scenario will be unique.

If the first option, regarding encroachment agreements, is chosen, Council would consider the merits of a request when Council considers passing a by-law to allow the Municipality to enter into an agreement. If the second option, regarding the sale of land, is chosen, Council would consider the merits of a request when Council considers accepting the offer to purchase.

It should be noted that, in response to any request, Council may direct that the Municipal lawyer take the necessary action for the Municipality to require the proponent to remove the structure.

Conclusion of Analysis:

This report discussed structures (i.e retaining walls, or houses) not built entirely on privately owned land which are encroaching on municipal road right-of-ways. A proponent may approach the Municipality seeking to 'legalize' such a structure. Council may consider allowing subject structures to remain through the use of an encroachment agreement, or through the use of the offer of purchase and sale of land process.

It is recommended that an encroachment agreement registered on title to the encroaching property shall be the mechanism employed to allow subject structures to remain until subject structures are demolished or otherwise removed. This option allows for flexibility as the sale of land to proponents may be employed as an alternative mechanism provided the proponent provides a rationale for the deviation to the satisfaction of Council. It is also recommended that staff draft a policy by-law to formalize the process which would be brought back for Council approval.

Regardless of the option selected, each request will be considered by Council on its own merit as requests arise.

FINANCIAL/STAFFING IMPLICATIONS

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

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

Financial implications were considered in the analysis section of this report. It is recommended that the proponent cover all costs, such as legal, associated with an encroachment agreement.

No staffing implications were considered during the preparation of this report.

ALTERNATIVES

Alternatives as discussed in the analysis section of this report.

**Prepared and
Submitted by:**

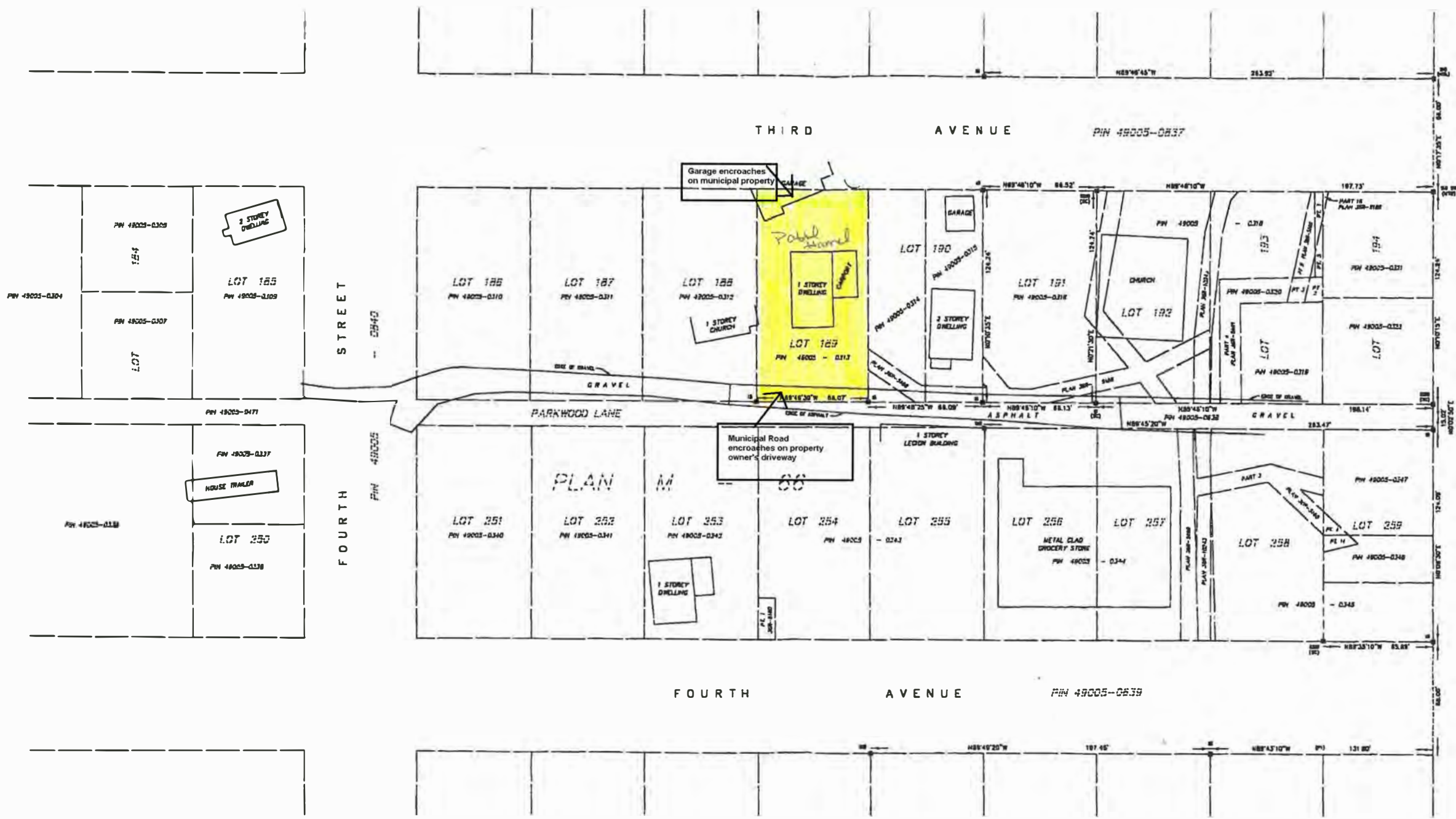
W. Koethe

Wayne Koethe
Municipal Planner

**Reviewed and Accepted for
Council Consideration by:**

Patrick Cormier
CAO

SKETCH SHOWING
LOCATION OF TRAVELLED ROAD
LOTS 186 TO 193 & PARKWOOD LANE
REGISTERED PLAN M-66
TOWNSHIP OF TEMAGAMI
DISTRICT OF NIPISSING
SEPTEMBER 10, 2008



THE KING'S HIGHWAY No. 11

- LEGEND
- DENOTES PLANTED
 - DENOTES FILLING
 - ▨ DENOTES IRON BAR
 - ▩ DENOTES BRONZE CAP IN ROCK
 - ▧ DENOTES STANDARD IRON BAR
 - ▦ DENOTES SHORT STANDARD IRON BAR
 - P DENOTES REGISTERED PLAN 368-5188
 - PI DENOTES RECORDED PLAN 368-5188
 - SC DENOTES H. SUTCLIFFE LTD.

SRQ SRQ Geomatics Inc.
Ontario Land Surveyors
New Lismore, Cobourg, Thirleton, Kemora
North Bay, Sudbury
1-800-461-4584

DISTANCES ON THIS PLAN ARE IN FEET AND CAN BE
CONVERTED TO METRES BY MULTIPLYING BY 0.3048

30' 15' 0' 30' 60' Feet

PL BY CM SCALE 1" = 30' PLAN 7-187

CHD BY SMV JOB No. 500039 NOTES In 2181/187 W-53

COPY

Memo & Resolution
Wayne
6
Re: Encroachment

THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI

NO.: 14-088

DATE: February 20, 2014

MOVED BY: [Signature]

SECONDED BY: [Signature]

WHEREAS non-Municipal structures may be located on Municipal right-of-ways;

AND WHEREAS proponents may approach the Municipality requesting to allow subject structures to remain;

AND WHEREAS Council may consider allowing subject structures to remain through the use of an encroachment agreement;

NOW THEREFORE BE IT RESOLVED THAT Council receive Report 2014-021 regarding Encroachments and Lot Line Variations;

AND FURTHER THAT an encroachment agreement registered on title to the encroaching property shall be the mechanism employed to allow subject structures to remain until subject structures are demolished or otherwise removed;

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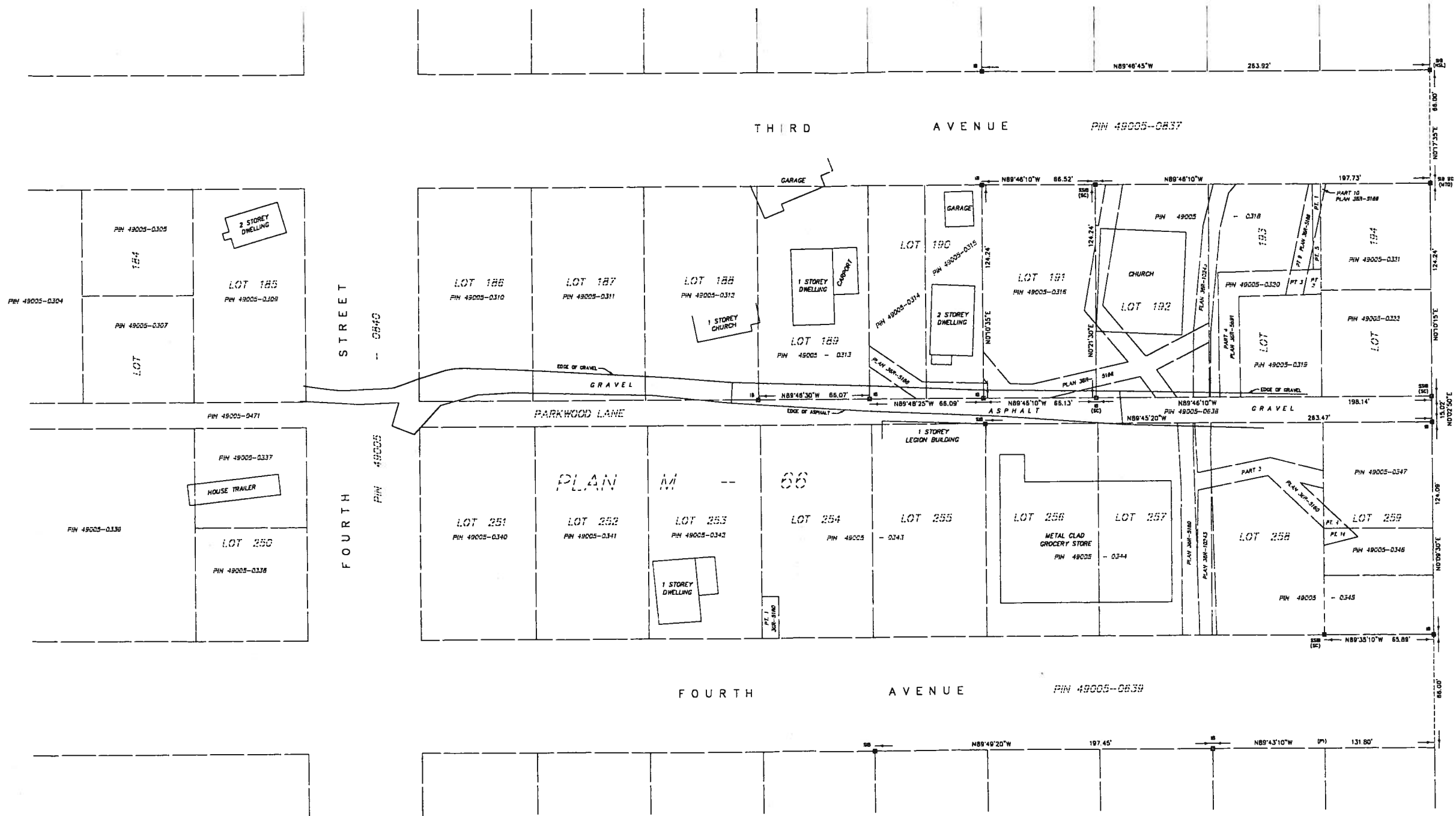
AND FURTHER THAT each request will be considered on a case-by-case basis until a policy is approved regarding this matter.

CARRIED ✓ AMENDED _____ DEFEATED _____ DEFERRED _____

Declaration of Conflict of Interest:

MAYOR: [Signature]

SKETCH SHOWING
LOCATION OF TRAVELLED ROAD
LOTS 186 TO 193 & PARKWOOD LANE
REGISTERED PLAN M-66
TOWNSHIP OF TEMAGAMI
DISTRICT OF NIPISSING
SEPTEMBER 10, 2008.



THE KING'S HIGHWAY No. 11

- LEGEND
- DENOTES PLANTED
 - DENOTES FOUND
 - ▨ DENOTES IRON BAR
 - BC DENOTES BRONZE CAP IN ROCK
 - SB DENOTES STANDARD IRON BAR
 - SSB DENOTES SHORT STANDARD IRON BAR
 - P DENOTES REGISTERED PLAN 36R-5186
 - P1 DENOTES REGISTERED PLAN 36R-5180
 - SC DENOTES H. SUTCLIFFE LTD.

SRQ Geomatics Inc.
Ontario Land Surveyors
New Liskeard, Coburn, Thessalon, Kenora
North Bay, Sudbury
1-800-461-4584

DISTANCES ON THIS PLAN ARE IN FEET AND CAN BE
CONVERTED TO METRES BY MULTIPLYING BY 0.3048

30' 15' 0' 30' 60' Feet

PL. BY CM SCALE 1" = 30' PLAN 2232
CH'D BY SMV JOB No. SN08039 NOTES 1-10/2-11-12

*Temagami Fire Department
Monthly Report of Activities*

for the month of: *June 2018*

0 Activations

- No activations in June

Training:

- 4 regular meetings –vehicle fires were the theme for June, included 1 practical session where we burnt a car.
- Deputy Chief Gustavson attended 2 day Basic Emergency Management (BEM) training, held in Temiskaming Shores

Fire Prevention:

- Several Fire Safety Plans in various stages of review
- Questions on Open Air Burning from 1 resident (information only – complaint not submitted)
- Fire inspection at Temagami Public School – fire safety plan updated diagram is outstanding

Fire Education:

- Regular radio “fire safety” announcements on CJTT
- Monthly community newsletter - Fire Safety messages
- Preparing display items for July 1st Canada Day event

Other:

- Firefighter certification, Community Risk Assessments, and Public reporting requirements are now regulations under the Fire Prevention & Prevention Act implementation dates between January 1, 2019 & 2020. With the new provincial government it is unclear what the full impacts of the regulations will be on Municipal fire services (post-election) and if the new provincial government will provide funding (as was promised pre-election)
- Attended information session at Nipissing FD on a fire fighter training program (FLMS) that they have just started to use; has e-learning component, provides training record management with gap analysis – tracking tool for individual firefighters/recruit classes. Contacted company regarding costing – rates are based on the upper limit of firefighters a fire department has; minimum cost is \$3,600/year
- Worked with AQUA over 2 days to determine individual Hydrant Pressures & Flows for the two water systems as required by the Ontario Fire Code – able to get a sense of the limitations – better testing equip is required to obtain accurate values, as per 6.6.6.1 of the Ontario Fire Code.
- Teleconference call to clarify fire department invoicing where both departments respond/invoice for expenses (Accounting Clerk & both Fire Chiefs were in attendance)
- 2017 Fire Department Annual report submitted
- 1 Firefighter required a letter to CRA regarding volunteer firefighter hours.
- Emergency Management Program Committee (EMPC) required to review/develop revisions to the Emergency Plan, for council approval, - ongoing

Jim Sanderson

Fire Chief, Temagami Fire Department
Alternate CEMC

Date: *July 18 2018*

The Municipality of Temagami is currently accepting Expressions of Interest for the 2016-2017 Fire Pump Subsidy Program



This program is intended to offer a subsidy of \$400 to qualifying residents towards the purchase of an eligible pump as determined by the Municipality so that residents of the Municipality that are not accessible by Fire Department vehicles have a method of self protection in the event of a fire.

Only 10 qualifying Expressions of Interest (EOI) will be accepted on a first come first serve basis as funding is limited for 2016. As of June 30, 2016 Council passed Resolution No.16-347 to accept 10 qualifying Expressions of Interest for 2016 a further 10 pump subsidies be provided in 2017. Successful EOI's will have a deadline of 60 days to purchase and provide completed paperwork.

Program information is available on the Municipality's website at www.temagami.ca or residents can call 1-705-569-3421 extension 204 or email cao@temagami.ca for additional details.

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EXPRESSION OF INTEREST

2016 -2017 Fire Pump Subsidy Program



As of January 1, 2017 Expressions of Interest are being accepted on a first come first serve until we have reached 10 successful applicants. For any questions please call 1-705-569-3421 extension 204 or email cao@temagami.ca.

On June 30, 2016, Council of the Municipality of Temagami adopted resolution No.16-347 to approve a further 10 pump subsidies (on a first come first serve basis) in order for individuals to purchase fire pumps, for the purpose of self fire protection of properties that are not accessible by fire department vehicles. The subsidy is for \$400 towards the purchase of an eligible fire pump meeting the criteria set out by the Municipality.

Eligible applicants include:

- Residents of the Municipality of Temagami with a qualifying address of which fire department vehicles can not access the property.

Please fill in all fields on this form that apply to you.

APPLICANT INFORMATION:			
NAME:		ROLL NO.:	
LOCAL ADDRESS:			

CONTACT INFORMATION:			
PREFERRED MAILING ADDRESS:			
PHONE:		ALTERNATE PHONE:	
EMAIL:			

INSTRUCTIONS for completing and submitting this EXPRESSION OF INTEREST

- The property owner(s) interested in the Fire Pump Subsidy Program shall fill in all required fields and shall print and sign their name at the bottom of this form.
- Once the Expression of Interest is completed and signed by the property owner, the form shall be sent to:

By Mail, Courier or in person:	The Municipality of Temagami P.O. Box 220, 7 Lakeshore Drive Temagami, Ontario P0H 2H0	
By email (Scanned):	cao@temagami.ca	
By Fax:	1-705-569-2834	

INFORMATION and PROCESS

- Ten pumps will be subsidized in the current year. Successful EOI's will have a deadline of **60 days** to purchase and provide completed paperwork.
- A pump and accessory standard has been developed and only pumps meeting the standards will be accepted for the subsidy. An information sheet and sample detailed invoice are available to ensure compliance with the set standard.
- Property owners will be required to complete and sign the Expression of Interest and submit it to the Municipality for consideration. Only 1 pump per property will be subsidized and is subject to funding availability.
- Expressions of Interest are evaluated on a first come first serve basis and are subject to funding availability.
- Property owners will receive notification by mail from the Municipality for the subsidy, which will identify whether or not the application was approved or denied.
- Successful applicants will be responsible for purchasing the pump and accessories as outlined in the information package and providing a detailed invoice and proof of purchase of an eligible pump to the Municipality for the Municipality to process the \$400 subsidy to be paid to the property owner.

I certify that:

The information contained in this Expression of Interest is complete and accurate and that I am the property owner of the property described above and acknowledge all of the requirements of the program.

Signature

Date

Print Name

*If submitting an electronic copy of the form, please complete the form, scan and attach it to the email submitted.

FOR OFFICE USE ONLY (Do not write in this section)	
Date Received:	
Approved <input type="checkbox"/>	Not Approved <input type="checkbox"/>
Comments: _____	
Purchasing Information Received on: _____	
Subsidy Paid on: _____	

Information Sheet for 2017 Fire Pump Subsidy Program

The Municipality of Temagami has created the Fire Pump Subsidy Program as a result of reviewing the possibility of a Fire Service on Lake Temagami. The Lake Temagami Fire Protection Committee was formed to develop a report regarding the review of the original request brought forward by LaTempra.

Resolution No.16-347 was adopted by Council on June 30, 2016 and the recommendation to provide a further 10 pump subsidy of \$400 towards the purchase of a fire pump, for the purpose of self protection to residents that are not accessible by fire department vehicles.

The pump must be a Honda engine and pump with the following specifications:

Honda WH20X pressure pump (Specifications attached)

Hose Kit – Option 1 (2" hose)

1 length of 20'x2" PVC suction hose assembly with camlock and combination pipe nipple
2" steel foot valve/strainer for the suction hose
2" aluminum camlock adapter
3 lengths of 2" x 50' brown lay flat hose equipped with aluminum camlocks
2" to 1/2" camlock spool adapter
Red plastic fire hose nozzle

Hose Kit – Option 2 (1 1/2" hose)

1 length of 20'x2" PVC suction hose assembly with camlock and combination pipe nipple
2" steel foot valve/strainer for the suction hose
2" aluminum camlock adapter
2" to 1 1/2" reducer (black pipe bushing)
1 1/2" camlock
3 lengths of 1 1/2" x 50' brown hose equipped with camlocks
Red plastic fire hose nozzle

****Only pumps meeting the standards identified above will be considered for the subsidy****

As of June 30, 2016 the Municipality of Temagami has approved a new round of the Subsidy Program. The program will continue until we have reached 10 qualifying and completed Expressions of Interest for 2017. Purchases must be made within 60 days of approval and completed documentation must be provided within the 60 days in order to receive the subsidy. Anyone not approved or disqualified has an opportunity to re-apply.

Although the pump can be purchased at any authorized dealer, the Municipality has verified the following business that carries the pumps and associated equipment for your convenience.

North Bay Cycle & Sports Ltd.
2665 Trout Lake Road
North Bay, Ontario
P1B 7S8

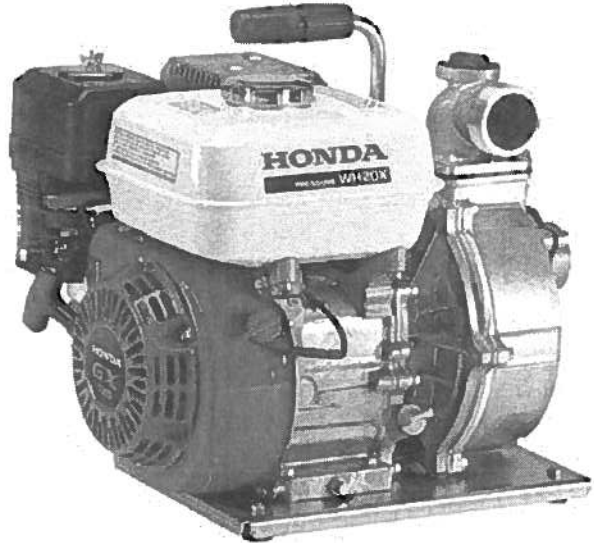
Option 1 (2" Hose) - \$1,394.36 incl. HST
Option 2 (1 1/2" Hose) - \$1,395.43 incl. HST

Please keep in mind that the above business carries only a small amount of the pumps and associated equipment and may not have any in stock.

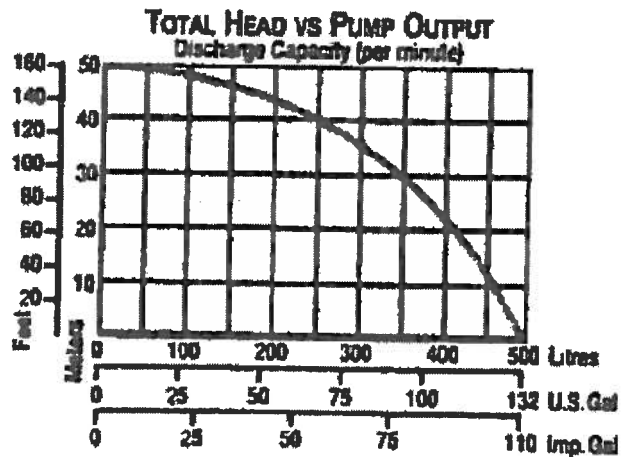
The interest in the program will help determine if this program will be extended in future years. This will be determined on a first come first serve basis up to 10 Expressions of Interest received for the 2017 program.

Honda WH20X High Pressure Pump Specifications and Information

Model		WH20X
Length		425mm (16.7 in.)
Width		375mm (14.7 in.)
Height		405mm (15.9 in.)
Dry Weight		23.5 kg (52 lb.)
Pump		Centrifugal
Type		Self-Priming
Suction Port Diameter		50mm (2.0 in.)
Discharge Port Diameter		50mm (2.0 in.)
Pumping Capacity	Litres per minute	500
	Imp. Gal. per minute	110
	Litres per hour	30,000
	Imp. Gal. per hour	6,600
Total head		50m (164 ft.)
Suction Head (Total lift)		8M (26 ft.)
Priming time @ 5m (16.4 ft.)		60 seconds
Pump Body		Aluminum
Impeller		Cast iron
Engine Type		Honda GX160K1 four-stroke, OHV air cooled, single cylinder
Displacement		163 cc
Maximum Horsepower		5.5
Lubrication System		Splash type
Governor		Mechanical
Starting System		Recoil
Fuel Tank Capacity		3.6 L (0.79 Imp. Gal.)
Oil Alert		No
Driver Unit Type		Direct couple / mechanical seal
Frame Type		Handle type, steel base



WH20X – This is a high output, high pressure pump with a strong 5.5HP OHV engine, with 50mm (2") ports and a maximum capacity of 500 litres per minute.



Waiver, Release and Indemnity

WHEREAS:

- a) Certain residents of the Corporation of the Municipality of Temagami (the "Corporation" are not accessible by Fire Department vehicles; and ,
- b) The Corporation has created a Fire Pump Subsidy Program to provide a four hundred dollar (\$400.00) subsidy to such residents to be used towards the purchase of an eligible fire pump ("Pump"), described in the attached Schedule "A", for the purpose of self-protection.

THE PARTIES HERETO AGREE AS FOLLOWS:

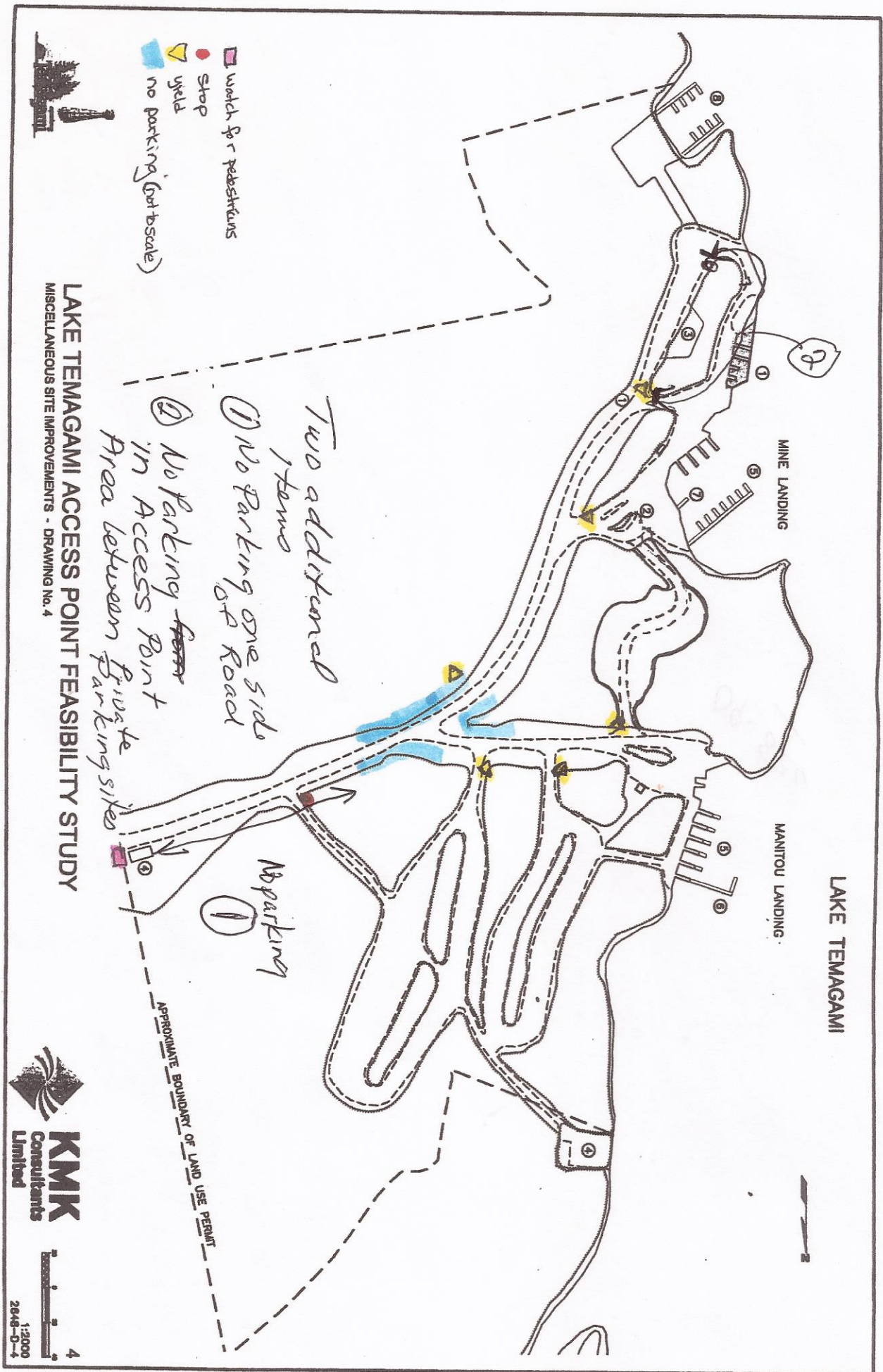
IN CONSIDERATION of the sum of four hundred dollars (\$400.00), the receipt and sufficiency of which are acknowledged, I, the undersigned, release and forever discharge The Corporation of the Municipality of Temagami, its Mayor, Councillors, employees and agents (collectively the "Municipality") from all claims, demands, damages, actions or causes of action arising or to arise by reason of the use of the Pump, and from all claims or demands whatever in law or in equity which I, my heirs, legal representatives or assigns can, shall or may have against the Municipality by reason of the use of the Pump. I hereby waive and covenant not to sue the Municipality for any such claims.

I further agree that if, despite this waiver and release, I or anyone on my behalf, makes a claim against the Municipality, I will indemnify, save, and hold harmless the Municipality from any loss, liability, damage or cost it may incur as the result of such claim.

IN WITNESS WHEREOF I have set my hand and seal this day of , 2017.
SIGNED, SEALED AND DELIVERED:

WITNESS

Revised Signage and No Parking areas July 23, 2018





Corporation of the Municipality of Temagami

Memo No.
2018-M-040

Memorandum to Council

☒ Staff

☐ Committee

Subject: Past Practices regarding refunds on planning applications

Agenda Date: July 26, 2018

Attachments:

RECOMMENDATION

This memorandum is:

☒ To be received for information

BACKGROUND INFORMATION

Past practice is when an application fee is paid along with the application, there are no refunds of payment if the application is not deemed complete, or if the applicants withdraw the application, or the decision of the approval authority is not in favour of the application.

A pre-consultation was sent via email from Karen Beauchamp. A review of the documents provided was completed.

On March 21, 2018 a Minor Variance application was submitted by Karen Beauchamp (Agent), on behalf of Phillip and Kimberly Jones. The purpose of the application was to construct a sleep cabin with an attached garage and future construction of a main dwelling this was sent to MHBC Planning, Urban Design & Landscape Architecture for completeness.

MHBC Planning, Urban Design & Landscape Architecture did a preliminary review of the application and provided comments that his initial review would suggest a change in planning application that a zoning by-law amendment might be the correct application and not a minor variance application. Further review took place with a conference call between myself, Monty Cummings, K. Beauchamp and Jamie Robinson held in April.

By-Law No.06-684 being a by-law to establish the Tariff of Fee Schedule for planning applications outlines the fee for Minor Variance application as \$600. The invoice submitted for payment from MHBC Planning, Urban Design & Landscape Architecture before taxes was \$711.75.

Prepared by:

Reviewed by:

Tammy Lepage, Planning Clerk

Craig Davidson Treasurer/Administrator

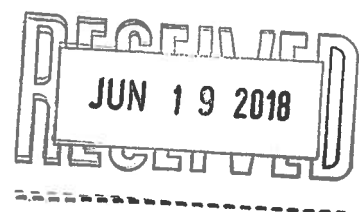
Name, Position

Name, Position

From: Tammy Lepage
Sent: Tuesday, June 19, 2018 8:42 AM
To: Roxanne St. Germain
Subject: FW: Refund Request - Minor Variance Application Fee
Attachments: Refund Request.docx

For Incoming.

Sincerely,
Tammy Lepage, Planning Clerk
7 Lakeshore Dr
P.O. Box 220
Temagami, ON
POH 2H0
P: 705-569-3421 ext. 210
E: planning@temagami.ca



- File ☒ Incoming ☐ Other
- Mayor ☐
- Council ☒ I ☐ A
- CAO ☐
- Building ☐
- Finance ☐ S ☐ C
- Ec Dev ☐ S ☐ C
- Parks & Rec ☐ S ☐ C
- Planning ☒ S ☐ C
- Public Wks ☐ S ☐ C
- PPP ☐
- Social Services ☐
- ☐ _____
- ☐ _____

From: Karen Beauchamp [mailto:karen@clearwaterplanning.ca]
Sent: June 19, 2018 8:39 AM
To: Tammy Lepage <planning@temagami.ca>
Subject: Refund Request - Minor Variance Application Fee

Good morning Tammy:
Attached is a letter to Council requesting a refund of the minor variance application fee for 295 Fox Run.

Kind regards,
Karen

Karen Beauchamp, MCIP, RPP, CMO
Clearwater Planning Inc.
Box 451 Temagami ON POH 2H0
705 569 3830 (o) 705 358 9941 (c)



Artist: Hugh McKenzie, Temagami



Artist: Hugh McKenzie, Temagami

Clearwater Planning Inc.

Karen Beauchamp, MCIP, RPP, CMO

Box 451 Temagami ON P0H 2H0

Email: karen@clearwaterplanning.ca

Phone: 705 569 3830 (o) 705 358 9941 (c)

June 19 2018

Mayor Lorie Hunter and Members of Council

Municipality of Temagami

Email: planning@temagami.ca

RE: Request for Refund of Minor Variance Application Fee

I am writing to request a refund of a minor variance application fee.

On March 16 2018 we submitted a minor variance application for 295 Fox Run. During the early consultation stage it was discovered that a minor variance was not required and the application was withdrawn.

Since the minor variance application did not proceed beyond the early consultation stage, I respectfully request a refund of the \$600 application fee.

Kind regards,

Karen Beauchamp

MEMO

KITCHENER
WOODBRIDGE
LONDON
KINGSTON
BARRIE
BURLINGTON

To:	Tammy Lepage
From:	Jamie Robinson
Date:	April 24, 2018
File:	12134AW
Subject:	Jones Minor Variance Application

This memorandum has been prepared to summarize our initial review and discussions with the applicant's consultant regarding a proposed minor variance application for the lot located at Lot 4, Plan 36M-610 Parcel 4-1 on Fox Run, Cassels Lake, in the Municipality of Temagami.

1. The applicants have short term and long term development aspirations for the property.
2. In the short term, they would like a small building to stay in while they are working in the area. In the long term, they would like to develop a larger dwelling on the property.
3. The desire is to create a detached garage with living accommodations. The intent would be that these living accommodations would be converted to a sleeping cabin when a new dwelling is constructed on the lot.
4. The proposed approach was undertake a minor variance, calling the proposed structure a sleeping cabin:
 - a) To construct a detached garage prior to constructing the main dwelling.
 - b) To permit direct access from the sleep cabin to the garage bathroom facilities.
5. The more appropriate approach would seem to be to construct the proposed building as a dwelling now - complete with washroom, kitchen and attached garage.
6. When a larger dwelling is proposed, along with the building permit for the construction of the larger dwelling, the owner would also be required to submit a permit to convert the dwelling, to a garage with sleep area by removing the kitchen. This would enable the structure to be occupied during construction and until final occupancy is granted for the new larger dwelling.

7. The Zoning By-law only permits a washroom or a kitchen in sleeping cabins on lots that are greater than 0.4 hectares. The lot area of the subject lands must be confirmed as information provided by the proponent indicates a lot area of 0.4 hectares.
8. There are two issues that exist with respect to the Zoning By-law. The first is that the Zoning By-law does not specifically permit a sleeping cabin to be located in a detached garage. The second is that the maximum size of a detached garage is 72.5 square metres. The size of the proposed building is 80.5 square metres.
9. In order to ensure the conversion could take place in the future the zoning of the property should be updated. We would suggest that a Zoning By-law Amendment (ZBA) be undertaken over a minor variance. The ZBA would increase the maximum permitted size of a detached garage and would specifically permit a sleeping area in the detached garage.
10. The proponent has the option of submitting a building permit application now for the first dwelling. A ZBA would not be required prior to issuing this permit. A ZBA would be required in order for a future conversion to occur. On this basis, it may be appropriate to submit such a ZBA at this time, in order to facilitate the future conversion of the first dwelling.

Municipality of Temagami

Patrick Cormier, CAO
planning@temagami.ca
P.O. Box 220, Lakeshore Drive
Temagami, Ontario
P0H 2H0

Invoice 5014277
Date 4/30/2018
Billing Period April 2018
File No. 12134AW-MUN
P.O.
Project Temagami - Jones MV

The following account is for consulting services including:

<u>DATE</u>	<u>EMPLOYEE</u>	<u>DESCRIPTION</u>	<u>HOURS</u>
<u>Planning</u>			
4/2/2018	Robinson, Jamie	Review of correspondence from K. Beauchamp regarding sleeping cabin proposal;	0.30
4/2/2018	Townes, Patrick	Review of application and drawing; Review of Official Plan and Zoning By-law in regards to proposal;	1.40
4/13/2018	Robinson, Jamie	Preparation for conference call; Conference call with K. Beauchamp and T. Lepage regarding proposed garage / sleeping cabin;	0.70
4/13/2018	Townes, Patrick	Review of Minor Variance application and sketch; Review of Official Plan and Zoning By-law regarding sleeping cabins; Discussion with T. Lepage and K. Beauchamp regarding minor variance application and proposal;	2.00
4/24/2018	Robinson, Jamie	Preparation of memorandum to T. Lepage regarding proposed minor variance;	1.00
4/24/2018	Townes, Patrick	Preparation of memorandum regarding minor variance proposal;	0.50
<u>Administration / Secretarial</u>			
3/29/2018	Porath, Tatjana	General administration;	0.30
4/2/2018	Porath, Tatjana	Format notes to file;	0.20
4/3/2018	Esteves, Solveig	General administration;	0.30

FEES

Planning

Robinson, Jamie - 2.00 hrs @ \$145.00 \$290.00
Townes, Patrick - 3.90 hrs @ \$90.00 \$351.00

Administration / Secretarial

Esteves, Solveig - 0.30 hrs @ \$70.00 \$21.00
Porath, Tatjana - 0.50 hrs @ \$70.00 \$35.00
TOTAL FEES \$697.00

Page 2 of 2

Municipality of Temagami, File No. 12134AW-MUN

DISBURSEMENTS

Colour Printing	\$8.00
Photocopying	\$6.75
TOTAL DISBURSEMENTS	\$14.75

TOTAL FEES & DISBURSEMENTS	\$711.75
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HST	\$92.53
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TOTAL AMOUNT DUE	\$804.28
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HST Registration # R103441127

Net 30 days. 24% per annum on accounts over 30 days



Jamie Robinson, BES, MCIP, RPP



Corporation of the Municipality of Temagami

Memo No.
2018-M-037

Memorandum to Council

☒ **Staff**
☐ **Committee**

Subject: Code of Conduct Complaint

Agenda Date: July 26, 2018

Attachments: Correspondence from

RECOMMENDATION

BE IT RESOLVED THAT Council receive the Code of Conduct complaint dated June 28, 2018;
AND FURTHER THAT Council exercises its authority under Section 223 of the Municipal Act 2001, as amended, to appoint an Integrity Commissioner who would be responsible for performing an independent investigation and reporting back to Council;
AND FURTHER THAT Council hereby appoints Excellence for Municipalities as the Integrity Commissioner to perform the investigation on this matter.

INFORMATION

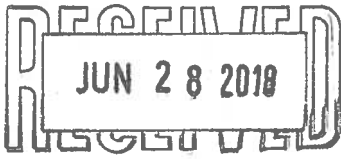
On June 28, 2018, a complaint of contravention of the Code of Conduct was received from Judy Gouin. The complaint relates to Conflict of Interest and whether a declaration should have been made. In the confines of any one municipality, the declaration of Conflict of Interest is a personal decision for each individual Member of Council. No other Members of Council can make a declaration for the individual nor can they pressure a Member to declare. As well, Staff are not to offer more than general advise as Members are satisfying their mind whether they are in a position of conflict, as defined by the Municipal Conflict of Interest Act, or not.

As this complaint cannot be reasonably investigated to a conclusion by any Member of Council or Staff of the Municipality of Temagami, for Council to ensure that complaints are handled fairly, quickly, and as transparent as possible, an Integrity Commission outside of the Municipal structure should be used. In the past the Municipality has used a number of individuals and/or firms as Integrity Commissioners and, in this case, Excellence for Municipalities is recommended.

Prepared by:

Reviewed by:

Craig Davidson, Treasurer/Administrator	
Name, Position	Name, Position



Schedule A to By-law 13-1138

Appendix B

FORM OF AFFIDAVIT

AFFIDAVIT OF

1. I, JUDY GOVIN of the MUNICIPALITY OF TEMISKAMING
[Name of Individual] [Name of Municipality]

affirm the following:

2. I have personal knowledge of the facts as set out in this affidavit, because I WAS AT THE MEETINGS WHERE THE INCIDENTS OCCURRED.

[Outline basis of information - eg. was at event with the member of Council, etc.]

3. I have reason to believe that a member of council, RON PREFASI

[Name of Member of Council]

has contravened section(s) 4.1.2 AND 4.5

[indicate section number(s)]

of the Code of Conduct for members of Council (Adopted by By-law 13-1138).

4. The key facts that have led me to this belief are as follows:

COUNCILLOR PREFASI DID NOT DECLARE A CONFLICT ON MOTIONS THAT WERE COMPLAINTS AGAINST HIM, AND VOTED ON THE MOTIONS, ON FOUR OCCASIONS AT MEETINGS OF COUNCIL ON APRIL 17, MAY 24 + JUNE 19, 2018.

[Set out the facts briefly-numbered statements are helpful-attach a separate sheet if more space needed]

5. This affidavit is made for the purpose of requesting that this matter be reviewed.

6. I acknowledge that I have read the following section of the Council Code of Conduct.

5.5 Integrity Commissioner

If an Integrity Commissioner finds that a complaint has been filed that is malicious, frivolous, vexatious, or has no basis in fact, the complainant shall be required to reimburse the Municipality for the Integrity Commissioner's fees and costs associated with the complaint.

Prior to an Integrity Commissioner commencing any investigation, the Complainant(s) will be required to complete the affidavit found in Appendix B to this policy.

SWORN [or AFFIRMED] before me at the

City of Temiskaming Shores
[Name of Municipality]

in the Province of Ontario this 27th Day of June, 2018

COMMISSIONER OF OATHS

COMPLAINANT

M. Nelson
[Signature of Commissioner]

[Stamp]

Michelle Elaine Nelson, a Commissioner, etc.,
Province of Ontario, for Ramsay Law Office

Professional Corporation.

Expires August 17, 2018.

Judy Govin
[Signature of Complainant]

Elaine Gunnell, Acting CAO
Municipality of Temagami
Box 220
7 Lakeshore Drive
Temagami, ON
P0H 2H0

June 27, 2018

Dear Elaine,

Re: Conflict of interest on the part of a Councillor

I believe that Councillor Ron Prefasi has acted in conflict of interest on four occasions in open sessions of Council on April 17, May 24 and June 19, 2018. Specifically, I believe that Councillor Prefasi has contravened the Municipality's Procedural By-law (By-law 17-1365) Section 11.1.1 (emphasis is mine):

"11.1 Conflict of Interest

11.1.1 Every Member present at a Meeting where a question is put shall vote thereon, except that, if the Member has any pecuniary or other conflict of interest, direct or indirect in the question, he or she shall at the first opportunity disclose his or her interest and shall refrain from taking part in the discussion and shall vacate his or her seat and refrain from voting on the particular question. When a conflict is declared at any meeting, the Chair shall briefly explain the conflict of interest rules to any audience present. If a member declares a conflict of interest for the in camera session, the Councillor must vacate the chamber.

11.1.2 No member, after having disclosed a conflict of interest on any matter, may move, second, speak or vote on a confirmation by-law."

and also Council's Code of Conduct (By-law 13-1138), Sections 4.1 and 4.5 (emphases are mine):

"4.1.c Oath of Office

Members shall uphold the solemn promise and declaration made when appointed to office to:

a) truly, faithfully and impartially exercise this office to the best of their knowledge and ability;

b) not receive any payment or reward, or promise thereof, for the exercise of this office in a biased, corrupt or in any other improper manner;

c) disclose any pecuniary interest, direct or indirect, in accordance with the *Municipal Conflict of Interest Act*;"

....2

...2

"4.5 Conflict of Interest – Pecuniary Interest

Members shall be responsible to ensure that they are familiar with the application of the Municipal Conflict of Interest Act, R.S.O. 1990, as amended. Members shall keep their obligations to follow and respect the provisions of the Act. It shall be the responsibility of each Member, not staff, to determine whether they have a conflict or pecuniary interest with respect to matters arising before Council."

Because three of these occasions involve an accusation of Code of Conduct violation, Councillor Prefasi's conflict of interest may include pecuniary interest, under Section 5.7 of the Code of Conduct, as follows (emphasis is mine):

"5.7 Penalties

As prescribed in legislation, penalties that may be imposed by the Municipality where the Integrity Commissioner reports that a Member of Council has contravened the Code of Conduct include:

- 1) A reprimand; OR
- 2) Suspension of remuneration for a period of up to 90 days."

April 17, 2018

At the Committee of the Whole Council Meeting of April 17, 2018, the following item appeared on the agenda under **Correspondence**:

"10.8 11534 - Temagami First Nation Resolution regarding remarks on Facebook."

Included in the information package for the meeting was the Band Council Resolution from the Temagami First Nation, which complained about posts Councillor Prefasi had made to his group facebook page, "Ron Prefasi: Your Voice Matters", and demanded a public apology from him.

Also on the agenda was the following item under **New Business**:

"14.1 Code of Conduct Complaint"

Included in the information package for the meeting was a letter on Temagami First Nation letterhead from Jamie Koistinen, Capital Projects Manager. Again quoting statements made by Councillor Prefasi on his group facebook page, "Ron Prefasi: Your Voice Matters", Ms. Koistinen accused Councillor Prefasi of contravening Council's Code of Conduct by acting in a manner inappropriate to good governance, quoting Schedule 'A' of the Code of Conduct (By-law 13-1138).

As recorded in the Draft Minutes the April 17 meeting, Councillor Prefasi did not declare a

...3

...3

conflict of interest on either item at the beginning of the meeting. The Draft Minutes record that a recorded vote was taken on a motion to move the Code of Conduct complaint to Item 17 on the agenda for resolution of Council. Councillor Prefasi voted against the motion, tying the vote and thereby defeating it.

Still on April 17, when Council returned to regular session, the Draft Minutes record that Councillor Prefasi spoke to the criticisms made against him and voted against a motion in support of the Temagami First Nation's Band Council Resolution:

"11534 - Temagami First Nation Resolution regarding remarks on Facebook
Discussion took place regarding this matter and Councillor Prefasi read out a s.223.4 (5) of the *Municipal Act*, regarding penalties or sanctions in which a Code of Conduct is in place.

18-143

MOVED BY: B. Koski

SECONDED BY: C. Lowery

WHEREAS the Municipality of Temagami values our working relationship and friendship with the Temagami First Nation (TFN), and the Teme-Augama Anishnabai (TAA);

AND WHEREAS we have received the Temagami First Nation Band Council resolution #2018- 008 "asking the Municipality of Temagami's Council to denounce Councillor Ron Prefasi's letter and actions as posted on his social media page "Temagami Ron Prefasi – Your Voice Matters";

AND WHEREAS Council had not met to deliberate on the matter of moving of construction trailers on the Lake Temagami Access road when Councillor Prefasi's comments were made on Facebook and Council had not made a decision on the matter;

AND WHEREAS only the Mayor of the Municipality of Temagami has the authority to speak on behalf of Council;

AND WHEREAS Councillor Ron Prefasi had no authority to speak on behalf of Council;

AND WHEREAS the Council of the Municipality of Temagami understands that the Temagami First Nation will not participate in any future meetings where Councillor Prefasi is present until an apology is made by Councillor Prefasi to the Temagami First Nation Chief and Council, citizens and Capital Project Manager;

....4

...4

NOW THEREFORE BE IT RESOLVED THAT the Municipality of Temagami's Municipal Council in no way supports Councillor Ron Prefasi's letter and actions as posted on his social media page "Temagami Ron Prefasi – Your Voice Matters" on Saturday March 17, 2018;

AND FURTHER THAT the Council of the Municipality of Temagami join the TFN by asking Councillor Ron Prefasi to make a public apology to Temagami First Nation Chief and Council, citizens and Capital project Manager for his manner in handling this matter.

Councillor Prefasi requested a recorded vote."

Councillor Prefasi voted against the motion with two others. As one member abstained, the motion was defeated.

Regarding the Code of Conduct complaint, the Draft Minutes record the following:

"18-142

MOVED BY: D. O'Mara

SECONDED BY: J. Harding

BE IT RESOLVED THAT this motion be deferred until the next regular Council meeting.

Mayor Hunter requested a recorded vote."

Councillor Prefasi voted against the motion, tying the vote and thereby defeating it.

As the Draft Minutes of the April 17 meeting they have yet to be approved, the evidence is in the audio recording of the meeting, to be found on the Municipality's website.

May 24, 2018 Regular Council Meeting:

On the agenda for the May 24 Regular Council meeting, the Code of Conduct complaint from Jamie Koistinen reappeared on the agenda as follows:

"UNFINISHED BUSINESS

15.1 11536A - Code of Conduct Complaint regarding Facebook Posts

Draft Motion:

BE IT RESOLVED THAT Council receive correspondence from Jamie Koistinen of the Temagami First Nation regarding a Code of Conduct complaint regarding Councillor Prefasi's Facebook posts; AND FURTHER THAT Council exercise its authority under Section 223 of the Municipal Act 2001, as amended (the Act) to appoint an Integrity Commissioner who would be responsible for performing an independent investigation

...5

...6

BE IT RESOLVED THAT Council receive correspondence from Jamie Koistinen of the Temagami First Nation regarding a Code of Conduct complaint regarding Councillor Prefasi's Facebook posts;

AND FURTHER THAT Council exercise its authority under Section 223 of the Municipal Act 2001, as amended (the Act) to appoint an Integrity Commissioner who would be responsible for performing an independent investigation and reporting back to Council;

AND FURTHER THAT Council hereby appoints Fred Dean as the Integrity Commissioner to perform the investigation on this matter."

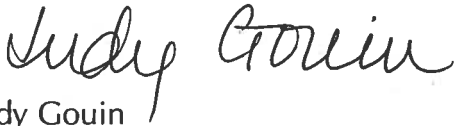
As the audio recording of the meeting shows, Councillor Prefasi had once again not declared a conflict of interest at the beginning of the meeting. When a motion was once again made to defer, he seconded it, spoke to the motion, requested a recorded vote and voted to defer. The motion was defeated.

An amendment was proposed to substitute Antoinette Blunt for Fred Dean. Councillor Prefasi spoke to the motion, and voted in favour. The motion was carried.

Thus, in effect, Councillor Prefasi chose the person who would investigate him.

I believe that the evidence I have provided clearly shows that Councillor Prefasi has contravened both the Procedural By-law provisions regarding Conflict of Interest, and Council's Code of Conduct, as set out at the beginning of this letter, and I request that an Integrity Commissioner be appointed to investigate. The required affidavit is attached to this letter.

Yours sincerely,



Judy Gouin

✓ cc. Lorie Hunter, Mayor

...5

and reporting back to Council; AND FURTHER THAT Council hereby appoints _____ as the Integrity Commissioner to perform the investigation on this matter. "

As the approved minutes show, Councillor Prefasi again did not declare a conflict at the beginning of the meeting, and he did vote on the motion to defer, as follows:

" UNFINISHED BUSINESS

11536A - Code of Conduct Complaint regarding Facebook Posts

18-204

MOVED BY: B. Koski

SECONDED BY: C. Lowery

BE IT RESOLVED THAT Council receive correspondence from Jamie Koistinen of the Temagami First Nation regarding a Code of Conduct complaint regarding Councillor Prefasi's Facebook posts; AND FURTHER THAT Council exercise its authority under Section 223 of the Municipal Act 2001, as amended (the Act) to appoint an Integrity Commissioner who would be responsible for performing an independent investigation and reporting back to Council; AND FURTHER THAT Council hereby appoints Fred Dean as the Integrity Commissioner to perform the investigation on this matter.

DEFERRED

To Defer

18-205

MOVED BY: C. Lowery

SECONDED BY: B. Koski

Be it resolved that the motion be deferred until the next committee of the whole meeting.

Recorded YEAS

L. Hunter X J. Harding X B. Koski X C. Lowery X D. O'Mara X R. Prefasi X

Results CARRIED"

June 19, 2018 Committee of the Whole Meeting

On the agenda for the June 19 Committee of the Whole meeting, the Code of Conduct complaint from Jamie Koistinen appeared on the agenda, as follows:

"6. BUSINESS ARISING FROM THE MINUTES

6.1 Jamie Koistinen Code of Conduct Complaint

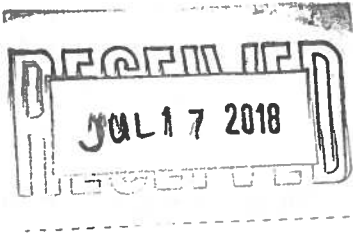
Draft Motion:

....6

From: Sabrina Pandolfo
Sent: Tuesday, July 17, 2018 8:50 AM
To: Roxanne St. Germain
Subject: FW: Invoice
Attachments: Temagami.pdf; ATT00001.htm; 2018 Renewal Letter.doc; ATT00002.htm; Partner Package 201819.pdf; ATT00003.htm; 20182019 NeONT Partnership Form.pdf; ATT00004.htm; Guide Ad Rate Card 2019.pdf; ATT00005.htm

Sabrina Pandolfo
Special Projects Coordinator
Municipality of Temagami

705-569-3421 ext. 207



File ☒ Incoming ☐ Other
Mayor ☐
Council ☐ I ☒ A
CAO ☐
Building ☐
Finance ☒ S ☐ C
Ec Dev ☐ S ☐ C
Parks & Rec ☐ S ☐ C
Planning ☐ S ☐ C
Public Wks ☐ S ☐ C
PPP ☐
Social Services ☐

☐ _____
☐ _____

From: Bernadette Lindsay [mailto:bernadette@northeasternontario.com]
Sent: Monday, July 16, 2018 12:35 PM
To: Sabrina Pandolfo <projects@temagami.ca>
Subject: Invoice

Here is the renewal information and invoice.

Please see the attached documents to renew your partnership with Northeastern Ontario Tourism.

- Renewal Letter;
- Partnership Form;
- Package Offers;
- Rate Card;

and Invoice

NeONT has invested in product development initiatives, FAM tours and more....

Here is a list of what we did in Temagami in 2017/2018.

1. Temiskaming Loop Tour passport promotion and NeONT website landing page development
2. Stay2Play TV Commercials
3. OTMPC Digital marketing project
4. FAM with Angler Ashley Rae

5. Special feature in “Municipal” section in NeONT’s Big Adventure Guide

Additionally, here is the link to your current online business listing at: <https://www.northeasternontario.com/go/temagami/>

Please update your online profile: <https://www.northeasternontario.com/become-a-partner/>

*****NEW** See our new packages and PAY securely online for advertising or services!!!***

<https://www.northeasternontario.com/industry-information/partner-packages>

NORTHEASTERN ONTARIO TOURISM

2009 Long Lake Road
Suite 401
SUDBURY, Ontario P3E 6C3
(705)522-0104

INVOICE

Invoice No.: 1075
Date: 04/01/2018
Ship Date:
Page: 1
Re: Order No.

Sold to:

CORPORATION OF THE MUNICIPALITY OF TEMAGAMI
ELAINE GUNNELL
P.O. BOX 220
7 LAKESHORE DRIVE
TEMAGAMI, ON P0H 2H0

Ship to:

CORPORATION OF THE MUNICIPALITY OF TEMAGAMI
ELAINE GUNNELL
P.O. BOX 220
7 LAKESHORE DRIVE
TEMAGAMI, ON P0H 2H0

Business No.: 851672535

Quantity	Description	Tax	Unit Price	Amount
	2018-2019 MUNICIPAL PARTNERSHIP AGREEMENT WITH NORTHEASTERN ONTARIO TOURISM Partnership- expires March 31, 2019	H		325.00
	H - HST @ 13% HST			42.25
NORTHEASTERN ONTARIO TOURISM HST: #851672535				
Shipped By: Tracking Number:			Total Amount	367.25
Comment:			Amount Paid	0.00
Sold By:			Amount Owning	367.25

570K
Average yearly Facebook reach
AAA 22,000 General & Outdoors Followers
27,000 Fishing & Hunting Followers

3,000+ Followers

3,700+ Followers

200K+ visitors per year
16,500+ clicks to partners per month
44,000+ clicks to partners per year
3,600+ per month

BIG Adventure Guides distributed at:
• 8 Travel Shows in Ontario, Quebec, and the U.S.
• 64 locations in Ontario

Business Listings exclusively for Partners

10* Media Familiarization (FAM) Tours

6,200 Subscribers to our Travel Newsletter

\$1,000,000
MARKETING VALUE
to draw visitors to the Region and to our Partners

100+ articles on Northeastern Ontario tourism opportunities, increasing traffic to NEONT's website and social media, resulting in more click-throughs to our Partner pages.

700+ Travel Operators listed
250K Visitors per year
50,000+ click-throughs to industry

6,200 Subscribers to our Travel Newsletter

BE A PROUD PARTNER
Add the NEONT Partner Seal to your website and advertising materials. NEONT and you—marketing together.
The Partner Seals are available at:
www.northeasternontario.com/industry-information/

Choose your Partnership level and join a truly powerful push for growth, today.

2009 Northeastern Ontario Tourism, 401-2095 Long Lake Road, Sudbury, ON P3E 6C3

OUR AREA

BE A PROUD PARTNER

Add the NEONT Partner Seal to your website and advertising materials. NEONT and you—marketing together. The Partner Seals are available at: www.northeasternontario.com/industry-information/

Choose your Partnership level and join a truly powerful push for growth, today.

Northeastern Ontario Tourism, 401-2095 Long Lake Road, Sudbury, ON P3E 6C3

What our Partners are saying about us:

"Since we have been consulting with Northeastern Ontario Tourism, there has been a consistent increase in both bookings and revenues. Their marketing helps to attract and really engage with our target markets. They really want our business and they are willing to go the extra mile to make sure we get the most out of our partnership. We are up too. We make sure we get with the program every year."

Sue Gray, General Manager, Wilderness Lodge, Ontario

Perivale Gallery's ongoing partnership with Northeastern Ontario Tourism has been of great benefit to not only our business, but to Manitoulin Island in general. In providing us with increased creative marketing opportunities, focused marketing efforts, access to skilled travel writers, coordinated and based with our business, Northeastern Ontario Tourism has been by our side as we have evolved into becoming a well-known attraction not only on Manitoulin Island, but in Ontario. Our footprint and our tourist traffic has increased significantly, judging by our TripAdvisor reviews. We look forward to many more years of this beneficial and evolving relationship."

Sharon McMillan, Owner / Curator

PUT THE POWER OF PARTNERSHIP TO WORK FOR YOU

Travel and tourism marketing is highly competitive with destinations now competing against global competition. You need every advantage you can get to reach your market and entice them to come to Northeastern Ontario and to your operation. That takes effort, and that is what being a member of this Partnership program gives you. When we work together, plan together and market together, we all succeed.

NortheasternOntario.com
PH: 705-522-0104 Toll Free: 1-800-465-6658

Northeastern Ontario CANADA

PARTNER PACKAGES AND MARKETING OPPORTUNITIES

ONLY PART OF THE BIG

Northeastern Ontario... Undeniably BIG. Unbelievably Close

www.northeasternontario.com

For more information please call 1-800-465-6658 or visit www.northeasternontario.com

REACH THE MARKETS YOU NEED AND THE CUSTOMERS YOU WANT.

Every year, more than **350,000** people visit our region, bringing in an industry value of more than **\$604 million** to Northeastern Ontario.

We want you to tap into that!

You can increase your share of that revenue by advertising with our Partnership Program. When you join the program, you are putting your marketing money in a large pool of dollars along with other partners. This gives everyone more economic clout to get the message of your enterprise and the region out to bigger markets and to develop new markets. That means more revenue now and more growth for the future.

When you join the Northeastern Ontario partnership, everyone's investment helps each other. Your investment helps sell the region ultimately enabling the region to promote your business. Collectively our contributions help everyone.

It's like angling – people come to Northeastern Ontario to fish or, they go to visit a specific lodge, then go to restaurants while they're there. No one is in direct competition when we're all pulling in the same direction.

PARTNERSHIP MATTERS

Partnerships are an important part of the tourism industry today, generating greater market penetration and access to expanded market share through the power of shared costs. Maximizing exposure, by maximizing partnership dollars, it just makes sense.

Regardless of where YOU are, WE are here to assist in your success whether you are a seasonal operation or a year round business.

Together, through partnership, we will continue to build positive outcomes for Northeastern Ontario, the most beautiful tourism district in the province.

As a partner based organization, NEONT works with and on behalf of its partners to develop engaging, bold, evocative messaging to market in an effort to inspire increased tourism activity throughout the region.

Standard Partner Package \$149+ HST

**Fees may apply*

- Exclusive business listing in annual BIG Adventure Guide distributed in regional, provincial, and U.S. markets.
- Partner profile on NEONT's website.
- Industry e-newsletters and updates.
- Opportunities to host Media Familiarization (MFA) Tours.
- Advertising opportunities at reduced rates.
- Access to industry-related workshops, seminars, and training.
- Representation by NEONT at travel shows.
- Online packaging opportunity with Social Media Campaign.
- Visitor awareness through NEONT's targeted marketing campaigns.
- Opportunities to be featured in stories and blogs on NEONT's website, on social media, and on northeasterntravel.ca.
- Access to regional and provincial tourism statistics and data.
- One ticket to an exclusive "Partner only" reception at the AGM.



The Association \$325 + HST

- 4 additional photos and 2 videos on our website northeasternontario.com
- 4 banner ads on NEONT website
- Up to 400 word description
- Business profile in e-newsletter

The Municipal

Fees calculated on a per capita basis. Quote provided upon request.

- Feature in municipal special section of the annual Big Adventure Guide

ADDITIONAL ADVERTISING PACKAGES



Platinum \$3,500 + HST

*Includes your Partnership***

Our best package. Ideal for accommodations, attractions, restaurants, associations, municipalities and other tourism related businesses

- Full page ad in the annual Big Adventure Guide (\$2,650 value)
- Literature or swag distribution (up to 250 pieces per show) at three travel shows (\$525 value)
- Ad on NEONT's website for six months (\$600 value)
- Digital advertisement on display at travel shows



Gold \$1,800 + HST

*Includes your Partnership***

Ideal for accommodations, attractions, restaurants, associations, municipalities and other tourism related businesses

- 1/4 page ad in the annual Big Adventure Guide (\$1,550 value)
- Literature or swag distribution (up to 250 pieces per show) at three travel shows (\$525 value)
- Ad on NEONT website for four months (\$400 value)
- Digital advertisement on display at travel shows



Silver \$975 + HST

*Includes your Partnership***

Exclusive to partners only. Ideal for accommodations, attractions, restaurants, and other tourism related businesses

- Includes ALL standard level benefits PLUS:
- 1/4 page ad in the annual Big Adventure Guide (\$800 value)
- Literature or swag distribution (up to 250 pieces per show) at two travel shows (\$350 value)
- Digital advertisement on display at travel shows



Bronze \$575 + HST

*Includes your Partnership***

Exclusive to partners only. Ideal for accommodations, attractions, restaurants, and other tourism related businesses

- Includes ALL standard level benefits PLUS:
- 1/8 page ad in the annual Big Adventure Guide (\$425 value)
- Literature or swag distribution (up to 250 pieces per show) at one travel show (\$175 value)

Note: Additional travel show distribution is available. Schedule of shows is subject to change. Updates will be available in the newsletter and on NEONT's website.

*** Municipal and Association Partnership fees are not included. However the advertising packages are available to both.*

Northeastern Ontario. Undenably BIG. Undeniably Close.

NortheasternOntario.com



PROPOSED SHOW SCHEDULE:

North American International Motorcycle Super Show, JAN 4-4, 2019

Toronto Spring Fishing & Boat Show, FEB 16-18, 2019

Toronto Outdoor Adventure & Travel Show, FEB 21-24, 2019

The Motorcycle Show, FEB 22-24, 2019

World Fishing & Outdoor Exposition, MARCH 7-10, 2019

Ontario Outdoor & Adventure Travel Show, APRIL 20-21, 2019

and more...

ADDITIONAL PACKAGES:



E-Newsletter Advertising \$200 + HST

- 1/8 page size ad in the Travel or Industry newsletter for three months

Welcome to Facebook \$250 + HST

Facebook is one of the easiest ways to engage your audience with the curated content you want them to have. It is also an awesome way to interact with your audience for two way communication that you can moderate.

Whether you're new to Facebook, or just want to tune up your Facebooking skills, this package is for you.

- One hour of dedicated one-on-one time (remote or in-person) with the Digital Media Coordinator covering Facebook uses and best practices
- Introduction to Facebook advertising and insights (if required)
- Facebook page set-up (if you don't already have a page) and three example posts



Social Media Marketing \$850 + HST

With over 48,000 followers across social media platforms, this package is an opportunity for you to expand your reach by tapping into our larger audience. Digital content, when properly crafted, can provide big rewards. Take advantage of our social media channels and boost your online exposure. Let the benefits of social media change the way you view your marketing efforts.

This tailored social media package includes:

- Feature post on NEONT blog shared on all accounts
- Featured post on NortheasternOntario.com homepage for campaign duration
- Blog post shared in our monthly Travel Newsletter
- Four Facebook posts for your packages, events, services, videos (in addition to the sharing of your blog post)
- \$200 towards Facebook Ad Boosting of your five posts (work with us to determine your ideal target audience)
- Five Tweets about your business
- Access to mini-campaign results

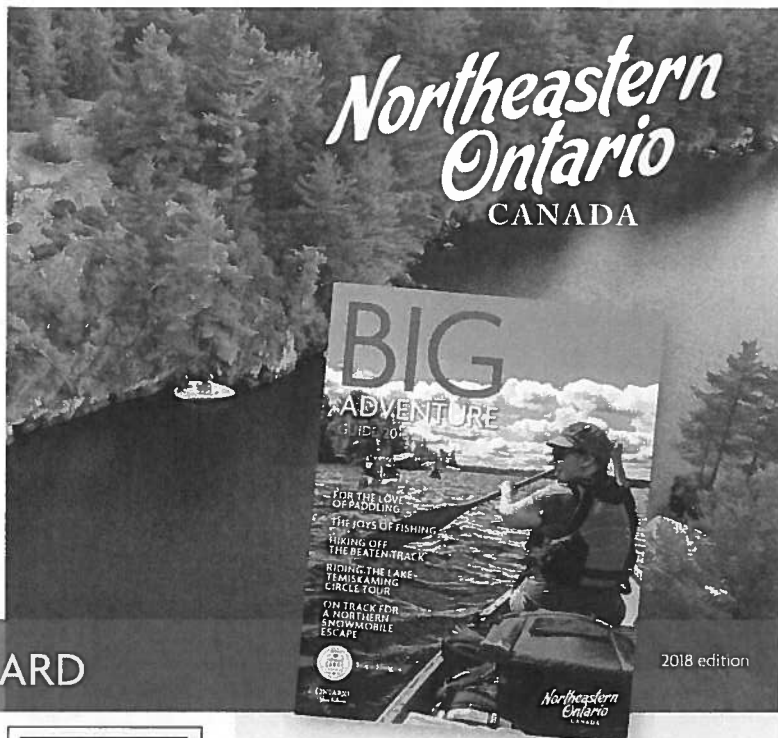
Website Advertising \$600 + HST

- Ad on NEONT website for one year
- All ads must follow prescribed format and have a package attached

500,000 Ways to Grow Your Business

Approximately 500,000 copies of our BIG Adventure Guide find their way into the hands of your market. That's 500,000 people who are looking for an adventurous Northeastern Ontario vacation.

Consumers get information about key travel products, helpful NeONT travel tips, spectacular photography that really grabs the reader and information that entices further exploration, including your Partner business listing.



2019 BIG ADVENTURE GUIDE RATE CARD

Hard and electronic versions for comprehensive market saturation.

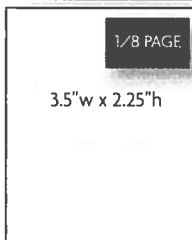
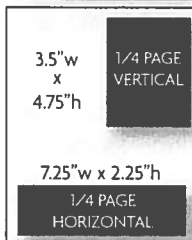
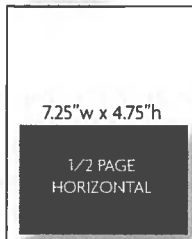
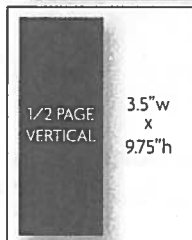
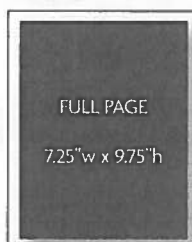
The guide is made available:

- At regional and provincial visitor information centres;
- At sport, travel, and outdoor consumer shows in Ontario, Québec, and the northeastern United States;
- As a downloadable PDF from the Northeastern Ontario website www.northeasternontario.com;
- Direct mail to consumers; and
- At participating business locations in the region

ADVERTISEMENT RATES

✓	AD SIZE	PARTNER RATE	NON-PARTNER RATE
	Full Cover	\$3,000	\$3,450
	Full Page	\$2,650	\$3,000
	1/2 Page	\$1,550	\$1,800
	1/4 Page	\$800	\$950
	1/8 Page	\$425	\$500
	HST (13%)		
	TOTAL		

Artwork must be received no later than September 21, 2018. Distribution begins January 2019.



The Lasting Value of Partnership
Tourism Marketing and Management is a long-term investment, and when we all work together and invest in our region, we all win: business, communities, and residents. It's good for our economy and it's good for your bottom line.

Standard Partner Package \$149[•] HST

**fees may apply*

- Exclusive business listing in annual BIG Adventure Guide distributed in regional, provincial, and U.S. markets.
- Partner profile on NeONT's website
- Industry e-newsletters and updates.
- Opportunities to host Media Familiarization (FAM) Tours.
- Advertising opportunities at reduced rates.*
- Access to industry-related workshops, seminars, and training.*
- Representation by NeONT at trade shows.
- Online packaging opportunity with Social Media Campaign.*
- Visitor awareness through NeONT's targeted marketing campaigns.
- Opportunities to be featured in stories and blogs on NeONT's website, on social media, and on northeasternontario.travel.*
- Access to regional and provincial tourism statistics and data.
- One ticket to an exclusive "Partner only" reception at the AGM*

FOLLOWERS

48,000+ 3,000+ 3,700+

7000+ Outbound Clicks to Industry Every Month

Call us at 1-800-465-6655 or email us at info@northeasternontario.com

We are here to help.

2019 GUIDE ADVERTISEMENT CONTRACT

Business Name: _____

Contact: _____

Address: _____

City: _____ Prov: _____ PC: _____

Billing Address: _____ City: _____ Prov: _____ PC: _____

☐ Check if billing is same as above

Tel: _____ E-mail: _____

ADVERTISEMENT COPY

AD COPY INSTRUCTIONS AND CHANGES

Mark your ad instructions here.

PAYMENT Please make check payable to Northeastern Ontario Tourism
by mail: Northeastern Ontario Tourism, 2009 Long Lake Rd., Unit 401 • Sudbury • ON • P3E 6C3

ARTWORK AND DEADLINE

Artwork must be received no later than Sept 21, 2018. Distribution begins January 2019.

DESIGN SERVICES: Please supply press ready PDF, EPS or 300 dpi jpg files to ad specs. Design services available with minimum fee of \$100. Please note, this offer includes one round of revisions. Additional fees may apply for added revisions.

Advertisers are responsible for providing logos, photos, and content. All files must be submitted electronically in PDF, JPG or EPS formats.

TERMS: Net 30 days from invoice date. Your signature indicates an understanding and an agreement to comply with the terms and conditions of this contract.

DISCLAIMER: Northeastern Ontario Tourism and its contracted design company are not responsible for any additional errors or omissions not indicated on this page upon signature of this form. Northeastern Ontario Tourism has the right to refuse any ad.

PLEASE NOTE: Listings within the guide are a FREE benefit to Northeastern Ontario Tourism Partners. Listings are not included with this advertisement agreement. For information on becoming a Partner, please contact bernadette@northeasternontario.com.

Signature: _____ Date: _____

PARTNERSHIP FORM 2018/2019

Partnership Year is from April 1 to March 31

This form is also available electronically at www.northeasternontario.com/become-a-partner/



This is how you will be listed on our website and in our BIG Adventure Guide (Please print.)

Business Name: _____

Website: _____

Mailing Address: _____

City: _____

Province: _____

Postal Code: _____

Phone: _____

Toll Free: _____

Fax: _____

Winter Phone: _____

Contact 1: _____

Email: _____

Contact 2 (For internal use only): _____

Email: _____

Winter Address (For internal use only): _____

City: _____

Province: _____

Postal Code: _____

Partner Fees

☐ Standard Partner Package (\$149 + HST) **\$168.37**

☐ Association Partnership (\$325 + HST) **\$367.25**

☐ Municipal Partnership (These fees are calculated on a per capita basis. Please contact NeONT's Partnership Coordinator for more information.)

Advertising Packages

- ☐ Platinum \$3,500
- ☐ Gold \$1,800
- ☐ Silver \$ 975
- ☐ Bronze \$ 575

Online Packages

- ☐ E-newsletter \$200
- ☐ Facebook \$250
- ☐ Social Media \$850
- ☐ Website \$600

Additional Information: _____

Billing Information

☐ Cheque (enclosed)

☐ Online Payment System (Visa, Mastercard, AMEX)

Online Payment System: Northeastern Ontario Tourism offers credit card payment services through Stripe's Online Payment Processing System.

How does it work? If you would rather submit your partnership form and pay online, please visit northeasternontario.com/become-a-partner/. You'll be taken to a online form that mirrors this one, and a secure payment area on our website. Once your payment is complete, you'll receive a receipt, and we'll follow up with a partnership invoice.

As a Partner, you will receive our monthly e-newsletter. You may opt out at any time.

I, _____, have reviewed the information in this form and confirm that it is accurate, and hereby authorize Northeastern Ontario to publish it.

Signature: _____

Date: _____

Please submit this completed form and payment to:

Northeastern Ontario Tourism, 401-2009 Long Lake Road, Sudbury, ON P3E 6C3

For more information, please phone Bernadette Lindsay, Partnership & Product Development Coordinator, at 705-522-0104 or toll free 1-800-465-6655 • www.northeasternontario.com

SHARE MORE INFORMATION WITH US

Social Media (Please check all that apply and provide links.)

<input type="checkbox"/> Facebook:	<input type="checkbox"/> Trip Advisor:	<input type="checkbox"/> Other:
<input type="checkbox"/> Twitter:	<input type="checkbox"/> Instagram:	
<input type="checkbox"/> Google Maps:	<input type="checkbox"/> Youtube:	

Google Map Location/Geocodes

Latitude:	Longitude:
(ex. 46.038456)	(ex. -80.770454)

Profile Uploads

Your profile on our website is VERY important. Please provide:

 Maximum 8 Photos

 Maximum 4 Videos

 1 Logo

 250-word Business Description

TO SUBMIT/CHANGE ELECTRONIC FILES:

- Go to www.northeasternontario.com/partner-upload/ and follow the prompts.
- Once complete, click "SUBMIT" at the bottom of the page.
- For assistance please email Bernadette@northeasternontario.com.

Accommodations (Please check all that apply.)

<input type="checkbox"/> B&B	Options:	<input type="checkbox"/> Waterfront	<input type="checkbox"/> Spa/Pool	<input type="checkbox"/> Fuel
<input type="checkbox"/> Cabins & <input type="checkbox"/> Lodges	<input type="checkbox"/> Internet access	<input type="checkbox"/> Wheelchair access		<input type="checkbox"/> Pets welcome
<input type="checkbox"/> Hotel & Motel	<input type="checkbox"/> Restaurant <input type="checkbox"/> Kitchen	<input type="checkbox"/> Shuttle service		# of rooms _____
<input type="checkbox"/> Hostel	<input type="checkbox"/> American plan	<input type="checkbox"/> Motorcycle friendly		Price Range:
<input type="checkbox"/> Open all year <input type="checkbox"/> Seasonal	<input type="checkbox"/> Private bath	<input type="checkbox"/> Snowmobile friendly		From \$ _____
<input type="checkbox"/> Free Parking	<input type="checkbox"/> Laundry	<input type="checkbox"/> Guided tours		To \$ _____

Camping & RV Parks

Options:	<input type="checkbox"/> Boat launch	<input type="checkbox"/> Rentals	<input type="checkbox"/> Open year-round	# of sites _____
<input type="checkbox"/> 30 amp <input type="checkbox"/> 50 amp	<input type="checkbox"/> Pull-through sites		<input type="checkbox"/> Pets welcome	Price Range:
<input type="checkbox"/> Full hook-up	<input type="checkbox"/> Internet access	<input type="checkbox"/> Store	<input type="checkbox"/> Restaurant	From \$ _____

Attractions, Activities & Services

<input type="checkbox"/> Air service	<input type="checkbox"/> Cultural/interpretive centre	<input type="checkbox"/> Golf	<input type="checkbox"/> Rail
<input type="checkbox"/> Art gallery	<input type="checkbox"/> Day trips	<input type="checkbox"/> Hiking <input type="checkbox"/> Guided	<input type="checkbox"/> Shopping
<input type="checkbox"/> Attraction	<input type="checkbox"/> Dogsledding	<input type="checkbox"/> Hunting <input type="checkbox"/> Guided	<input type="checkbox"/> Skiing
<input type="checkbox"/> Aurora/Dark sky viewing	<input type="checkbox"/> Event <input type="checkbox"/> Festival	<input type="checkbox"/> Paddling <input type="checkbox"/> Guided	<input type="checkbox"/> Snowmobiling
<input type="checkbox"/> Boat rental (motorized)	<input type="checkbox"/> Fishing <input type="checkbox"/> Ice-fishing	<input type="checkbox"/> Rafting <input type="checkbox"/> Guided	<input type="checkbox"/> Snowshoeing
<input type="checkbox"/> Bus/Motorcoach	<input type="checkbox"/> Flightseeing	<input type="checkbox"/> Mountain Biking	<input type="checkbox"/> Vehicle rental
<input type="checkbox"/> Cruise & Ferries	<input type="checkbox"/> General <input type="checkbox"/> Grocery store	<input type="checkbox"/> Museum	<input type="checkbox"/> Wildlife viewing
			<input type="checkbox"/> Hunting
			<input type="radio"/> Bear
			<input type="radio"/> Deer
			<input type="radio"/> Moose
			<input type="radio"/> Small Game
			<input type="radio"/> Waterfowl

Access (Please check all that apply)

☐ Boat-in ☐ Drive-in ☐ Fly-in ☐ Train-in

How did you hear about us?

If you do not provide any changes, we will consider our information to be accurate and complete.

Please submit this completed form and payment to:

Northeastern Ontario Tourism, 401-2009 Long Lake Road, Sudbury, ON P3E 6C3

For more information, please phone Bernadette Lindsay, Partnership & Product Development Coordinator, at 705-522-0104 or toll free 1-800-465-6655 • www.northeasternontario.com



April 12, 2018

Dear Partner:

It's time to renew your Partnership with Northeastern Ontario Tourism (NeONT) for the upcoming 2018-19 Tourism Year.

2017 proved to be another great year for tourism in Northeastern Ontario. Our Facebook posts reach 570K annually and we've amassed over 55,000 loyal, active social media followers who engaged with feature articles and posts on our operators more than 95,000 times!

NeONT attended key consumer shows, distributing thousands of guidebooks and brochures to interested travelers planning to visit our region for fishing, hunting, snowmobiling, paddling and touring.

Along with overnight stays in lodges, hotels, and campgrounds; travelers are wanting to experience local cuisine, beer, and day activities, including backcountry adventures, attractions, fishing, and always shopping for that must-have item.

So, renew your Partnership or take advantage of NeONT's new combined deals for 2018-19.

In the enclosed Partner Benefits Overview, you will find:

- New deals to combine with your Partnership Renewal for huge **savings**;
- Partnership Form (Contract) to make changes to your online listing
- Link to Online Partner Business Listing;

Carefully review these documents to ensure your information is accurate and up-to-date, so we can promote you accurately. Please note, your Partnership Form is also your contract with NeONT, complete this form, and return it along with your payment. Or, you can complete this form and pay online by following this link: northeasternontario.com/become-a-partner
If we do not receive a completed form there may be delays in processing your payment, and no changes will be made to your profile. Partner Renewal deadline is July 1, 2018.

Together we will continue to build tourism in our region by showcasing our Partners. Be sure to sign up for our e-newsletter and connect with us on Facebook and Instagram!

Should you have any questions, want to book a site visit, or tell us about an upcoming event, please do not hesitate to contact Bernadette at: Email: bernadette@northeasternontario.com
Toll Free: 1-800-465-6655 or 705-492-9432.

Sincerely,

A stylized, handwritten signature in dark ink, likely belonging to Bernadette Lindsay.

A stylized, handwritten signature in dark ink, likely belonging to Bernadette Lindsay.

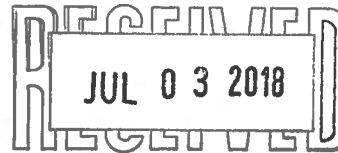
Rod Raycroft
Executive Director

Bernadette Lindsay
Partnership & Product Development

11630A

Tammy Lepage

From: Steve Watt <swatt@municipal-law.ca>
Sent: July 16, 2018 1:46 PM
To: Tammy Lepage
Subject: FW: Adjournment of LPAT/OMB Appeals PL171040 and PL171041



ELSTON WATT
Barristers & Solicitors

File ☒ Incoming ☐ Other
Mayor ☐
Council ☒ I ☐ A
CAO ☐
Building ☐
Finance ☐ S ☐ C
Ec Dev ☐ S ☐ C
Parks & Rec ☐ S ☐ C
Planning ☐ S ☐ C
Public Wks ☐ S ☐ C
PPP ☐
Social Services ☐
☐ _____
☐ _____

591 First Street, Suite 303 | Collingwood, ON | L9Y 1B5 | 416-977-9874 | 705-443-8602 | swatt@municipal-law.ca

*Practicing in association

Collingwood | Orillia | Owen Sound | Sudbury

ELSTONWATT.ca

www.elstonwatt.ca

From: Steve Watt
Sent: Tuesday, July 3, 2018 10:41 AM
To: Tammy Lepage (planning@temagami.ca)
Subject: Adjournment of LPAT/OMB Appeals PL171040 and PL171041

Hi Tammy,

Further to your request, I can confirm for Council that the above-referenced hearing scheduled to occur on June 19th was adjourned on consent of all parties [the applicant landowner, the appellant TFN and the municipality]. This adjournment was occasioned by the appellant seeking legal representation very late in the lead-up to the hearing.

The appellant's lawyer and myself were then faced with a simple choice, either refuse to adjourn the date to allow this unrepresented party to obtain a lawyer, or incur the expense of forcing a motion to occur before the LPAT tribunal before the hearing, where we would have to argue that this request was too late and prejudicial to us both, given the delay in setting a new date.

As experienced lawyers, we were of the professional opinion that the LPAT would grant this adjournment request from the unrepresented TFN, despite our objections, and that to oppose it would only incur unnecessary costs on our clients relating to the preparation and argument of the motion to refuse to adjourn.

The result of our consenting to the adjournment is that a new date will be scheduled for the LPAT hearing, likely in the fall and that TFN will have a lawyer representing them at that time. In my opinion, this is actually a good thing, as I will now be able to deal directly with someone who has legal knowledge and perspective on

the strength [or weakness] of the arguments being raised by TFN and maybe we can sort some or all of it out in advance of the re-scheduled date.

Please let me know should you require any further information.

Thanks, Steve.

City of Collingwood
Mayor
Council
CAG
Building
Finance
Ec Dev
Parks & Rec
Planning
Public Works
PPP
521 First Street, Suite 305 | Collingwood, ON | L9Y 1R5
*Practicing in association



416-977-9874 | 705-443-8602 | swatt@municipal-law.ca

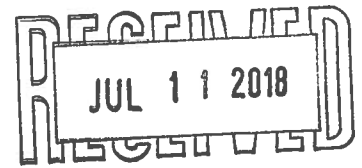
Collingwood | Orillia | Owen Sound | Sudbury ELSTONWATT.ca

www.elstonwatt.ca

11636B



**Temiskaming Development
Fund Corporation**



File ☒ Incoming ☐ Other
Mayor ☐
Council ☒ ☐ A
CAO ☐
Building ☐
Finance ☐ S ☐ C
Ec Dev ☐ S ☐ C
Parks & Rec ☐ S ☐ C
Planning ☐ S ☐ C
Public Wks ☐ S ☐ C
PPP ☐
Social Services ☐
☐ _____
☐ _____

ANNUAL MEETING

*This report is available in the
municipal office in the shelf with
the incoming mail brockets.*

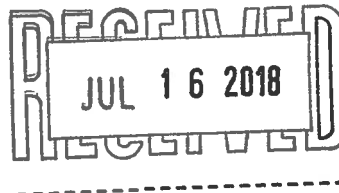
Location: Elk Lake Eco Resource Centre

Date: Monday, June 11, 2018

From: Lorie Hunter
Sent: Monday, July 16, 2018 9:07 PM
To: Roxanne St. Germain
Subject: Fwd: Community Schools Alliance
Attachments: Call for Nominations 2018.pdf; ATT00001.htm

For incoming and the next council meeting.
 Thanks

Lorie Hunter
 Mayor
 The Corporation of the Municipality of Temagami
 705-569-3421 ext 212
 705-948-1000 cell



File ☒ Incoming ☐ Other
 Mayor ☐
 Council ☒ I ☐ A
 CAO ☐
 Building ☐
 Finance ☐ S ☐ C
 Ec Dev ☐ S ☐ C
 Parks & Rec ☐ S ☐ C
 Planning ☐ S ☐ C
 Public Wks ☐ S ☐ C
 PPP ☐
 Social Services ☐
☐ _____
☐ _____

Begin forwarded message:

From: Doug Reycraft <reycraft@sympatico.ca>
Date: July 16, 2018 at 1:54:54 PM EDT
To: Mitch Twolan <mitch@lakerangerealty.ca>
Subject: Community Schools Alliance
Reply-To: Doug Reycraft <reycraft@sympatico.ca>

As Chair of the Executive Committee of the Community Schools Alliance, I have attached a notice of our 2018 Annual Meeting and a Nomination Form. Please forward this to members of your council.

Doug

Doug Reycraft
 181 Main Street
 Glencoe ON N0L 1M0
 (519) 494-2508

Call for Nominations

Community Schools Alliance

Memo To: Members and Former Members of the Community Schools Alliance

From: James Collard, Secretary-Treasurer, Community Schools Alliance

Thank you for being a member or former member of the Community Schools Alliance and supporting our advocacy for schools in rural and northern Ontario.

Please be advised that in accordance with the Constitution of the Community Schools Alliance, the Secretary-Treasurer is inviting nominations to the Executive Committee of the Alliance.

If required, an election will be held at the Annual Meeting in Ottawa on August 19, 2018 during the AMO Conference. You will be advised of the location and time of the Annual Meeting as soon as that information is available.

A Nomination Form is included. Please forward this to all members of your council.

The names of all qualified individuals who are duly nominated will appear on the ballot for election to the Executive Committee.

Only individuals who were members of the Alliance by July 15, 2018 or elected officials of municipalities that were members of the Alliance by July 15, 2018 are eligible to be candidates for election to the Executive Committee of the Alliance. Please note that all 2016-17 memberships were extended to include 2017-18 without requiring payment of an additional annual membership fee. The Executive Committee waived the fee for 2017-18 because of the fact no large expenditures were anticipated.

Please print, complete and forward a completed Nomination Form to the Secretary-Treasurer at jim@collards.com.

A completed Nomination Form must be received by the Secretary-Treasurer no later than Friday, August 10, 2018. Nominations will not be accepted beyond that date.

The Constitution provides for up to eleven (11) members of the Executive Committee.

Section 5(g) of the Constitution establishes staggered terms for members of the Executive Committee. At this year's Annual Meeting up to four (4) members may be elected for three (3) year terms.

Section 5(i) of Constitution states: "The Chair, Vice-Chair and Secretary-Treasurer shall be elected by the members of the Executive Committee following the Annual Meeting."

Nomination Form

Executive Committee of the Community Schools Alliance

Nominee's Name (as it is to appear on the ballot):

Nominee's Municipality (if applicable):

Civic Address including Postal Code:

Email address:

Phone Number:

I, the Nominee named in this Nomination Form, do hereby consent to such nomination and declare that I am qualified to be elected to the Executive Committee of the Community Schools Alliance.

Signature of Nominee and date:

THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI

BY-LAW No. 18-1409

Being a by-law to delegate authority during a ‘Lame Duck’ period of Council during the 2018 election.

WHEREAS Section 275 of the Municipal Act, S.O. 2001, c25 as amended (the Act), sets out restricted acts that could become effective after Nomination Day;

AND WHEREAS under the provisions outlined in Section 275 of the Act, Council can become ‘Lame Duck’ if either at the close of the nomination period on Nomination Day, less than 75% of the present Members of Council are not nominated or after Election Day if less than 75% of the present Members of Council are returned to Office;

AND WHEREAS Section 275(3) of the Act restricts Council from taking the following actions:

- 1) The appointment or removal from office of any officer of the municipality;
- 2) The hiring or dismissal of any employee of the municipality;
- 3) The unbudgeted disposition of any real or personal property of the municipality which has a value exceeding \$50,000 at the time of disposal; and
- 4) Making any unbudgeted expenditures or incurring any other unbudgeted liability which exceeds \$50,000.

AND WHEREAS Section 23 of the Act provides that a municipality may delegate certain powers and authority to a person or body;

AND WHEREAS the Municipality of Temagami deems it expedient to delegate certain powers and authority should a ‘Lame Duck’ period exist during the 2018 election period;

NOW THEREFORE the Council of the Corporation of the Municipality of Temagami hereby enacts that:

- 1) That the Treasurer/Administrator be delegated the authority to:
 - a) Hire or remove any officer within the Municipality of Temagami;
 - b) Hire or dismiss any employee of the Municipality of Temagami;
 - c) Dispose of any real property where the value exceeds \$50,000 at the time of disposal; and
 - d) Make any required expenditures or incur necessary liability greater than \$50,000;
- 2) The authority to act shall only become effective if Council does enter a “Lame Duck” period and expires at the commencement of the next term of Council;

Initials:

_____ Mayor

_____ Clerk

- 3) The Treasurer/Administrator will report to Council regarding any actions taken under this delegation at the first business meeting of the next term of Council;
- 4) If any section or portion of this by-law is found by a Court of competent jurisdiction to be invalid, it is the intent of Council for the Corporation of the Municipality of Temagami that all remaining sections and portions of this by-law continue in force and effect;
- 5) That the Clerk of the Municipality of Temagami 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; and
- 6) Any and all former by-laws inconsistent with this By-Law are hereby repealed.

READ a first time this 26th day of July, 2018.

READ a second and third time and finally passed this 26th day of July, 2018.

Mayor

Clerk

THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI

BY-LAW NO. 18-1410

Being a by-law to appoint an Acting Clerk, Deputy Clerk and Deputy Treasurer for the Corporation of the Municipality of Temagami.

WHEREAS Section 9 of the Municipal Act, 2001, S.O., 2001, c.25, as amended, (the Act) the 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 Section 8 (1) of the Act provides for the powers of a municipality under this or any other Act shall be interpreted broadly so as to confer broad authority on the municipality to enable the municipality to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues;

AND WHEREAS Section 228 of the Act requires a municipality to appoint a Clerk and provides the ability to appoint Deputy Clerks who have the same rights and obligations as the Clerk under this or any other Act;

AND WHEREAS Section 286 of the Act requires a municipality to appoint a Treasurer and provides the ability to appoint Deputy Treasurers who have the same rights and obligations of the Treasurer under this or any other Act.

AND WHEREAS it is deemed expedient to ensure there are appropriate statutory officers able to act as required during a period where Council's ability to do so may be restricted through Section 275 of the Act;

NOW THEREFORE the Council of the Corporation of the Municipality of Temagami hereby enacts as follows:

1. THAT Sandy Nadeau be and is hereby appointed and a Deputy Treasurer and a Deputy Clerk;
2. THAT Sabrina Pandolfo be and is hereby appointed a Deputy Clerk;
3. THAT Tammy Lepage be and is hereby appointed an Acting Clerk
4. THAT this appointment shall take effect on the date of the final passing of this by-law;
5. THAT the Clerk of the Municipality of Temagami is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to this by-law, after the passage of the by-law, where such modifications or corrections do not alter the intent of the by-law.

BE TAKEN AS READ A FIRST time on this 26th day of July, 2018.

READ A SECOND AND THIRD time and finally passed this 26th day of July, 2018.

Mayor

Clerk

**THE CORPORATION OF THE
MUNICIPALITY OF TEMAGAMI**

BY-LAW NO. 18-1411

**Being a by-law to authorize an Agreement with the Ontario Clean Water Agency for
Provision of Operation and Maintenance of the Municipal Water and Wastewater Systems
for the years 2019 to 2028.**

WHEREAS under Section 8 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 9. (1) (a) and (b) of the Municipal Act, 2001, S.O., 2001, c.25, as amended, Section 8 shall be interpreted broadly so as to confer broad authority on municipalities to enable them to govern their affairs as they consider appropriate and to enhance their ability to respond to municipal issues.

AND WHEREAS the Corporation of the Municipality of Temagami has an existing agreement with the Ontario Clean Water Agency (OCWA) to provide operation and maintenance services for the municipal Water and Waste Water systems which expires on the 31st day of December, 2018;

AND WHEREAS the Council of the Corporation of the Municipality of Temagami deems it expedient to enter into a new agreement for Water and Wastewater Systems Operation and Maintenance with OCWA from the 1st day of January 2019 to the 31st day of December 2028;

NOW THEREFORE the Council of the Corporation of the Municipality of Temagami hereby enacts as follows:

1. That the Mayor and Clerk are hereby authorized and directed to execute the Agreement, for the provision of Operation and Maintenance of the Municipal Water and Wastewater Systems, attached hereto as Schedule “A” and forming part of this by-law.
2. That this by-law shall come into force and take effect on the final passing thereof.
3. That the Clerk of the Municipality of Temagami 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.

TAKEN AS READ A FIRST TIME on this 26th day of July, 2018.

READ a Second and Third time and finally passed on this 26th day of July, 2018.

Mayor

Clerk

SERVICES AGREEMENT
BETWEEN
ONTARIO CLEAN WATER AGENCY
A N D
THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI

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SERVICES AGREEMENT

THIS AGREEMENT effective as of the 1st day of January, 2019 (the “Effective Date”),

B E T W E E N

ONTARIO CLEAN WATER AGENCY/AGENCE ONTARIENNE DES EAUX, a corporation established under the *Capital Investment Plan Act, 1993*, c.23, Statutes of Ontario.

(“OCWA”)

A N D

THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI

(the “Client”)

RECITALS

- (a) OCWA is in the business of providing management, operations and maintenance services for water and wastewater facilities.
- (b) The Client is the owner of the water and wastewater facilities, water distribution systems, and wastewater collection systems, more particularly described in Schedule A (the “Facilities”).
- (c) The Client wishes to retain the services of OCWA to operate and maintain the Facilities in accordance with the provisions of this agreement (the “Agreement”).
- (d) The Client and OCWA (collectively, the “Parties” and each a “Party”) are entering this Agreement to set out their respective rights and obligations with respect to the management, operation and maintenance of the Facilities.
- (e) The Council of the Client on the ____ day of _____, 20__ passed By-Law No. _____ authorizing the Client to enter into this Agreement.

NOW THEREFORE in consideration of the mutual covenants contained in this Agreement and other good and valuable consideration the receipt and sufficiency of which is hereby irrevocably acknowledged, the Client and OCWA agree as follows:

ARTICLE 1 -
INTERPRETATION

Section 1.1 - Definitions

In this Agreement, definitions are set out in Schedule B, or within applicable provisions as indicated.

ARTICLE 2 -
RESPONSIBILITIES OF
OCWA

Section 2.1 - Retention of OCWA

- (a) The Client retains OCWA to provide management, operation and maintenance services, as described in Schedule C to this Agreement, in respect of the Facilities (the “Services”).
- (b) The Client acknowledges and agrees that for the purposes of Section 449 of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, OCWA is an agent of the Client.

Section 2.2 - Performance of Services

- (a) OCWA shall deliver the Services in compliance with all applicable Environmental Laws, except as described in Paragraphs 2.2(b) and (c) below and in any of the following circumstances:
 - (i) the Client not making the Major Maintenance Expenditures and/or not undertaking the Capital Projects reasonably recommended by OCWA as per Section 4.6 and Section 4.7 herein;
 - (ii) failure of the Client to meet its responsibilities specified in this Agreement;
 - (iii) failure of any equipment at the Facilities, unless the failure is due to OCWA’s negligence;
 - (iv) the water transmitted to the water treatment Facilities for treatment contains contaminants or pathogens which cannot be treated or removed by the Facilities treatment processes;
 - (v) the quantity or quality of water transmitted to the water treatment Facilities exceeds the Facilities’ design or operating capacity;
 - (vi) the wastewater transmitted to the wastewater treatment Facilities for treatment contains contaminants or other substances which cannot be treated or removed by the Facilities treatment processes;

- (vii) the wastewater transmitted to the wastewater treatment Facilities for treatment does not meet the requirements of the Client's sewer use by-law or any Environmental Law;
 - (viii) the quantity or quality of wastewater transmitted to the wastewater treatment Facilities exceeds the Facilities' design or operating capacity;
 - (ix) operational upset conditions caused by the acceptance of septage or leachate;
 - (x) unavailability of approved lands for the application of sludge.
- (b) OCWA may temporarily cease to provide or reduce the level of provision of Services in the event of an emergency, a breakdown or any Uncontrollable Circumstance. OCWA shall, when practicable, try to give the Client reasonable advance notice of any such occurrence.
- (c) Notwithstanding any other provision of this Agreement, delay in the performance of, or a failure to perform any term of this Agreement by OCWA, shall not constitute default under this Agreement or give rise to any claim for damages suffered by the Client if and to the extent caused by occurrences or circumstances beyond the reasonable control of OCWA (an "Uncontrollable Circumstance"), including but not limited to any circumstances set out in Paragraph 2.2(a), decrees of government, acts of God (including but not limited to hurricanes, tornadoes, floods and other weather disturbances), sabotage, strikes, lockouts and other industrial disturbances, insurrections, war, civil disturbances, pandemics, riots, explosions, fire and acts of third parties.
- (d) The Client recognizes that in an emergency situation or where an Uncontrollable Circumstance exists, OCWA's primary concern will be to use all reasonable efforts to maintain the Facilities in compliance with Environmental Laws and that OCWA may be required to correct a deficiency or deal with the emergency situation without obtaining the Client's prior approval. Should such a situation arise, OCWA shall advise the Client as soon as reasonably possible and shall provide as much information as possible to the Client and will work with the Client to ensure the emergency situation is appropriately addressed.

Section 2.3 - OCWA as Independent Contractor

In performing the Services, OCWA shall be acting as an independent contractor and only to the extent and for the specific purposes expressly set forth herein. Neither OCWA nor its employees, agents or subcontractors shall be subject to the direction and control of the Client, except as expressly provided in this Agreement.

Section 2.4 - Authorized Representatives

Each of OCWA and the Client shall be entitled to designate in writing to the other, one or more individuals who shall be authorized to represent it in connection with the day-to-day administration of the provisions of this Agreement (the "Authorized Representative(s)"). Each

of the Parties shall be entitled to rely on the acts and approvals given by the other Party's Authorized Representative until such time as it receives a written notification of change of the other Party's Authorized Representative.

Section 2.5 - Indemnification of the Client

- (a) OCWA shall exonerate, indemnify and hold harmless the Client, its directors, officers, employees and agents from and against Claims which may be suffered or incurred by, accrue against or be charged to or recoverable from the Client to the extent that such Claim is solely attributed to OCWA's negligence or wilful misconduct when performing the Services, except where such Claim is due to an Uncontrollable Circumstance or to a condition of the Facilities which existed prior to OCWA's commencement of the Services (a "Pre-existing Condition"), including but not limited to those listed in Schedule F. Such Pre-existing Conditions shall be the ongoing responsibility of the Client. OCWA, in providing these Services, is not responsible, accountable or liable, in any way, for Pre-existing Conditions, either directly or indirectly.
- (b) The Client shall be deemed to hold the provisions of this Section 2.5 that are for the benefit of the Client's directors, officers, employees and agents in trust for such directors, officers, employees and agents as third party beneficiaries under this Agreement.
- (c) Notwithstanding Paragraph 2.5(a) above, OCWA shall not be liable in respect of any Claim to the extent the Claim is covered by the Insurance.
- (d) Claims by the Client for indemnification from OCWA will follow the Indemnification Process as described in Schedule B.

Section 2.6 - Waiver of Consequential Damages

In no event shall the Parties be liable to each other, and each Party specifically waives as against the other, any and all claims for consequential, incidental, indirect, special or punitive damages resulting in any way from performance or non-performance of this Agreement, whether such damages are characterized as arising under breach of contract or warranty, tort (including negligence), fault, strict liability, indemnity, or other theory of legal liability.

Section 2.7 - Insurance

- (a) OCWA shall maintain, subject to reasonable availability, insurance coverage as described in Schedule E to this Agreement (the "Insurance") and the Client shall be an additional insured under the Commercial General Liability and Contractor's Pollution Liability insurance. The Client acknowledges that, given the unpredictability of the insurance market, deductibles and coverage limits may not be available (or may not be reasonably priced) from year to year. Insurance coverage is reviewed annually and the Client will be notified if there is a change in coverage or a price increase.
- (b) The Client specifically recognizes and agrees that neither OCWA nor the Crown bears any responsibility for the Pre-existing Condition(s) of the Facilities. As such, OCWA is

not required to obtain insurance for this purpose and the Client has or will obtain its own insurance.

- (c) The Client shall be responsible for securing its own insurance for any other operations with which it is involved that are not part of the Services. The Client acknowledges that OCWA's Commercial General Liability and Contractor's Pollution Liability insurance shall not extend to cover any claims, exposure or liability beyond those directly linked to the provision of Services by OCWA staff. The Client further acknowledges that it will have no recourse under OCWA's Commercial General Liability and Contractor's Pollution Liability insurance for any operations that do not form part of the Services.
- (d) In the event of a claim under the Insurance, the payment of deductibles is as specified in Schedule E.
- (f) The policies of insurance obtained by the Client in connection with this Agreement shall be primary, notwithstanding other insurance obtained and maintained by OCWA.

ARTICLE 3 -
RESPONSIBILITIES OF
THE CLIENT

Section 3.1 - Obligations of the Client

- (a) The Client has the full power and authority to enter into and perform its obligations under this Agreement.
- (b) The Client has passed all necessary By-Laws and has obtained all necessary Authorizations to enable it to enter into and perform its obligations under this Agreement and to operate the Facilities, (including, without limitation, any Authorizations required from the Ontario Municipal Board and the Ministry of the Environment and Climate Change), and the Authorizations are in good standing.
- (c) The Client has provided OCWA with a true copy of each of the Authorizations referred to in Paragraph 3.1(b) above prior to the date of this Agreement, including a certified copy of each municipal By-Law required to authorize the Client to enter into and perform its obligations under this Agreement.
- (d) As the owner of the Facilities, the Client is fully aware of its responsibilities and obligations regarding the operation and maintenance of the Facilities under Applicable Laws, including without limitation its responsibilities under the *Safe Drinking Water Act, 2002* (the "SDWA"), the *Ontario Water Resources Act* and the *Occupational Health and Safety Act* (the "OHSA") and their regulations.
- (e) The Client confirms that there are no Pre-existing Conditions existing at the Facilities which would affect OCWA's ability to operate the Facilities in compliance with the terms of this Agreement and Applicable Laws, other than what is listed in Schedule F.

The Client acknowledges and agrees that the Client shall be responsible for addressing such Pre-existing Conditions.

- (f) The Client confirms that as of the date of execution of this Agreement, to the best of the Client's knowledge, the Facilities are in compliance with all Applicable Laws.
- (g) The Client is not aware of the presence of any designated substances as defined under the *Occupational Health and Safety Act* (the "OHSA") at the Facilities. The Client acknowledges and agrees that it is responsible for dealing with the designated substances (including but not limited to asbestos and lead) in accordance with the OHSA and its regulations and to notify OCWA of the location of any designated substances in the Facilities.

Section 3.2 - Covenants of the Client

The Client hereby covenants the following for the benefit of OCWA:

- (a) The Client agrees to promptly pay all amounts owing to OCWA under this Agreement as they become due, including any interest charges on late payments as determined under Section 4.9.
- (b) The Client agrees to promptly provide OCWA with any information relating to the Facilities which could have a bearing on the provision of Services by OCWA, including but not limited to any engineering report prepared in respect of the Facilities, any Authorization or amendment to any Authorization, as well as any governmental notice or order relating to the Facilities.
- (c) The Client agrees to commit the necessary resources to appropriately address and comply with any such reports, Authorizations, notices or orders.
- (d) The Client shall repair, maintain and keep in a good working state, in accordance with good engineering practices and the standards reasonably applicable to an owner of a like facility, all water works that belong to or are under the control of the Client and that distribute water from the Facilities.
- (e) The Client shall repair, maintain and keep in a good working state, in accordance with good engineering practices and the standards reasonably applicable to an owner of a like Facility, all wastewater works that belong to or are under the control of the Client and that collect and transmit wastewater to the Facilities.
- (f) The Client agrees to promptly commit the necessary resources to appropriately address any health and safety issues identified by OCWA which are the responsibility of the Client.
- (g) The Client shall take reasonable steps to ensure that wastewater transmitted to the Facilities complies with the Client's sewer use by-law and any Environmental Laws. If requested by OCWA, the Client shall provide OCWA with copies of the Client's

inspection reports (sewer usage, cross-connections, sump pump connections), if available.

- (h) The Client shall inform OCWA if the Facility is to accept septage or leachate. The Client shall provide OCWA with a report of a professional engineer indicating that the Facility is capable of handling such additional Loadings. The Client shall provide OCWA with a list of haulers from which OCWA is to accept septage or leachate at the Facility. OCWA shall not be responsible for any operational impacts caused by the septage or leachate. The Client shall be fully responsible for any additional costs incurred as a result of the acceptance of septage or leachate at the Facility.]

Section 3.3 - Exoneration and Indemnification of OCWA

- (a) Subject to Paragraph 3.3(c) below, the Client shall exonerate, indemnify and hold harmless OCWA, its directors, officers, employees and agents and Her Majesty the Queen in Right of Ontario, as represented by the Minister of the Environment and Climate Change and all directors, officers, employees and agents of the Ministry of the Environment and Climate Change (collectively referred to as the “Indemnified Parties”) from and against any and all Claims which may be suffered or incurred by, accrue against, or be charged to or recoverable from any one or more of the Indemnified Parties that is solely attributed to the Client’s negligence or wilful misconduct.
- (b) OCWA shall be deemed to hold the provisions of this Article 3 that are for the benefit of OCWA’s directors, officers, employees and agents and the other Indemnified Parties as defined above, in trust for all such Indemnified Parties as third party beneficiaries under this Agreement.
- (c) Claims by OCWA for indemnification from the Client will follow the Indemnification Process as described in Schedule B.
- (d) Notwithstanding Paragraph 3.3(a) above, the Client shall not be liable in respect of any Claim:
 - (i) to the extent that such Claim is covered by the Insurance; however, the Client shall be responsible for any deduction or self-insured retention amount in accordance with Schedule E; and
 - (ii) to the extent that such Claim is caused solely by OCWA’s negligence or wilful misconduct in providing the Services.

ARTICLE 4 - TERM, PAYMENT FOR SERVICES AND OTHER CHARGES

Section 4.1 - Initial Term of Agreement

This Agreement shall start on the Effective Date January 1, 2019 and shall continue in effect for an initial term of ten (10) years, ending on December 31st, 2028 (the “Initial Term”) and then may be renewed for successive five (5)-year terms (each a “Renewal Term”) upon agreement between the Parties, subject to Sections 4.3 and 6.1 of this Agreement.

Section 4.2 - Annual Price for the Initial Term

Subject to any adjustments made pursuant to other provisions of this Agreement, the Client shall pay OCWA a price for the Services for each Year of the Initial Term as described in Schedule D.

Section 4.3 - The Annual Price in Renewal Terms

The Annual Price for any Renewal Term will be as agreed between the Client and OCWA. If the Parties cannot agree on the Annual Price for any Renewal Term within six (6) months of the beginning of the last Year of either the Initial Term or the Renewal Term, as the case may be (the “Current Term”), then this Agreement will be terminated twelve (12) months after the last day of the Current Term unless the Parties mutually agree to extend the term of the Agreement. During this twelve (12) month period or mutually agreed upon extension period, the Client shall pay the Annual Price paid for the last Year of the Current Term, plus an adjustment for inflation calculated as described in Schedule D, pro-rated over that period.

Section 4.4 - Payment of the Annual Price

The Client shall pay OCWA the Annual Price for each Year of the Initial Term or any Current Term, in twelve (12) equal monthly payments, in advance, on the first day of each month. The first payment shall be due and payable on January 1, 2019. Payment shall be made by the Client by pre-authorized bank debit from a bank account designated by the Client.

Section 4.5 - Items Not Included in the Annual Price

The Annual Price, as further described in Schedule “D”, for each Year of the Initial Term and any Renewal Term, covers all charges for the Services, but does not include any charges for the following:

- (a) any Capital Projects (as defined in Paragraph 4.7(a) below) or costs resulting from any failure of the Client to implement reasonably recommended Major Maintenance Expenditures;
- (b) costs or charges for services resulting from a Change in Applicable Laws;
- (c) Unexpected Expenses (as defined in Paragraph 4.8(a) below);
- (d) charges for any Optional Services that are provided by OCWA to the Client;
- (e) costs and charges associated with providing and/or maintaining continuous monitoring technology (SCADA technology) used in respect of the Facility;

- (f) any costs and charges related to third party auditing of the MOECC's Municipal Drinking Water Licensing Program as described in Section 4.12.
- (g) any costs arising from a significant increase in flows, as set out in Part 1 of Schedule G to this Agreement.]

Section 4.6 - Major Maintenance Expenditures

- (a) "Major Maintenance Expenditures" means the charges for all non-routine, non-repetitive activities, repair or replacement of machinery or equipment required for the continuity of operations, safety, and operating performance of the Facilities that are necessary to prevent or correct a failure of any component of the equipment which is not included as part of Routine Maintenance including labour charges, together with the Service Fee or fixed fee basis.
- (b) No later than November 30th of each Year this Agreement is in force, or a date as the Parties may agree in writing, OCWA will provide the Client with rolling five (5)-year recommendations for Major Maintenance Expenditures required for the long term operation of the Facilities. The Client's written approval of the estimate or revised estimate, in the form set out in Schedule "J", authorizes OCWA to incur the Major Maintenance Expenditures included in the estimate (the "Approved Major Maintenance Expenditures").
- (c) OCWA will invoice the Client for the Approved Major Maintenance Expenditures together with supporting documentation and the Client shall pay the invoice within thirty (30) days of the date of invoice.
- (d) OCWA will not be required to obtain the prior approval of the Client for any major Maintenance item costing less than \$2000.00. Regardless of the amount, OCWA will not be required to obtain the prior approval of the Client for any Major Maintenance item related to the health and safety of employees, the facility or the public.

Section 4.7 - Capital Projects

- (a) "Capital Projects" means changes and improvements to the Facilities which include the installation of new technology, improvements to the efficiency, performance and operation of the Facilities, replacement of major pieces of equipment, structural modifications to the Facilities and the construction and commissioning of new Facilities.
- (b) During the term of this Agreement, the Client may request OCWA to undertake Capital Projects for the Client. The terms and conditions of such Capital Projects including the fee shall be negotiated by OCWA and the Client.

Section 4.8 - Unexpected Expenses

- (a) “Unexpected Expenses” means unanticipated expenditures or additional costs which may include Major Maintenance Expenditures in addition to the Approved Major Maintenance Expenditures, that OCWA reasonably incurs in order to address a Change in Applicable Laws, any Uncontrollable Circumstance, any work required by regulatory order (e.g. MOECC or MOL) or identified through an inspection (e.g. ESA, MOECC, MOL) that is not solely the result of OCWA’s negligence in performing the Services or any other emergency situation, together with the Service Fee.
- (b) In the event that OCWA is required to incur Unexpected Expenses, the prior approval of the Client with respect to those Unexpected Expenses will be required only if time permits. Within ten (10) days of incurring the Unexpected Expenses, OCWA will provide the Client with a report detailing the reasons the Unexpected Expenses were incurred.
- (c) Any Unexpected Expenses will be invoiced to the Client together with appropriate supporting documentation, and the Client shall pay the invoice within thirty (30) days of the date of the invoice.
- (d) In the event that OCWA is required to incur Unexpected Expenses, OCWA will not be required to obtain the prior approval of the Client for any Major Maintenance Expenditure item costing less than \$2,000.00. Regardless of the amount, OCWA will not be required to obtain the prior approval of the Client for any Major Maintenance item related to the health and safety of employees, the facility or the public.

Section 4.9 - Interest on Late Payments

- (a) **Monthly Payment of Annual Fee.** If the Client’s monthly payment of the Annual Fee is not available in OCWA’s designated bank account on the agreed to date of payment, OCWA will notify the Client that the funds were not available. Interest will be charged to the Client starting from the day after the payment was due in the account. Interest shall be paid at a rate determined by the Minister of Finance, from time to time, as payable on overdue accounts, in accordance with the Lieutenant Governor in Council under s.10(4) of the *Financial Administration Act*, R.S.O. 1990, c.F.12, plus any banking charges and an administrative fee.
- (b) **Other Invoices.** Invoices, other than for the monthly payment set out in Section 4.8(a) above, shall be paid no later than thirty (30) days from the date of the invoice and interest shall begin to accrue one (1) day after the payment is due.

Section 4.10 - Partial Payment of Disputed Invoices

If the Client disputes any portion of an invoice, the Client shall pay to OCWA the undisputed portion of the invoice by the due date set out herein and provide OCWA with written notice of such dispute by the due date. Failure to provide such written notice of any such dispute will act as a waiver of any defence or justification for failing to pay the full amount of the invoice by the due date. Within ten (10) days of resolution of the disputed amount, the Client

shall pay to OCWA all amounts determined to be payable to OCWA, plus interest in accordance with Section 4.9(a).

Section 4.11 – Hydro Costs / Natural Gas Costs / Utility Costs

OCWA will pay the hydroelectricity and Natural Gas costs on behalf of the Client. The Client shall reimburse OCWA for all such hydroelectricity costs, based on the cost indicated on the bill from the utility provider, as further described in Schedule D.

Section 4.12 - Optional Services

- (a) If requested by the Client, OCWA may provide Optional Services to the Client by Change Order as set out in Schedule H, provided that the Client and OCWA agree in writing to the specific scope of work required.
- (b) Unless otherwise agreed to in writing, fees for Optional Services which OCWA agrees to provide to the Client shall be billed directly to the Client on a time and materials basis as described in Schedule D.
- (c) Once OCWA has agreed to provide Optional Services to the Client, the Optional Services shall be subject to the terms and conditions of this Agreement, with any necessary changes having been made.
- (d) The labour and mileage rates described in Schedule D will be reviewed annually by OCWA and may be subject to change.

Section 4.13 - Changes to the Agreement

- (a) A Change to the Agreement may be carried out after execution of this Agreement by Change Order. A Change Order shall be based upon agreement between the Parties and shall be reflected in a Change Order Form.
- (b) The Parties shall execute a Change Order Form, which shall be substantially in the form found in Schedule H which will state their agreement upon all of the following:
 - (i) the services to be provided;
 - (ii) fees for the services provided under the Change Order;
 - (iii) the extent of the adjustment to the maintenance and operating schedule, if any;
 - (iv) the extent of any adjustments to the Annual Price, if any; and
 - (v) all other effects that the change has on the provisions of this Agreement
 - (vi) changes to chemicals due to market trends or equipment upgrades

ARTICLE 5 - DISPUTE
RESOLUTION

Section 5.1 - Mediation

- (a) If a dispute arises between the Client and OCWA which cannot be resolved within a reasonable time, then the issue shall be referred to a mediator.
- (b) The fees and expenses of the mediator shall be divided equally between the Parties.
- (c) Involvement in mediation is on a without prejudice basis and does not preclude and is not a bar to either Party pursuing whatever legal remedies may be available, including litigation.

ARTICLE 6 - TERMINATION

Section 6.1 - Termination of Agreement

- (a) At least one (1) calendar year before the expiry of the Current Term, the Client shall notify OCWA in writing whether it wishes to terminate or renew this Agreement at the end of the Current Term. However, OCWA reserves the right to decline to renew the Agreement by notifying the Client in writing of its decision to decline, within thirty (30) days of receipt of the Client's written request to renew.
- (b) During the Initial Term or any Renewal Term, this Agreement may only be terminated by either the Client or OCWA by giving at least thirty (30) days' notice in writing to the other Party if:
 - (i) there has been a material breach of the Agreement;
 - (ii) the Party complaining of the breach has given written notice of the breach to the other Party; and
 - (iii) the other Party does not correct the breach within thirty (30) days of receiving the notice.
- (c) If either Party disputes the existence of a breach or that the breach is material, then the dispute may be referred to mediation under Section 5.1 of this Agreement.

Section 6.2 - Early Termination

If this Agreement is terminated for any reason prior to the expiry of the Current Term, then the Client shall pay OCWA for all Services provided up to the date of termination, as well as any costs relating to the early termination, including but not limited to demobilization and severance costs (in accordance with the collective agreements between OCWA and its employees); the costs associated with the removal of remote monitoring and control systems installed by OCWA; the costs of cancelling agreements with suppliers and subcontractors; as

well as any previously incurred Major Maintenance Expenditures, costs related to Capital Projects, Unexpected Expenses and Optional Services.

Section 6.3 - Inventory Count of Consumables/Supplies

OCWA and the Client will conduct an inventory count of consumables/supplies at the Facilities on the first day of the Initial Term or as soon as the Parties may agree. If OCWA no longer operates the Facilities at termination of this Agreement, OCWA shall either:

- (a) ensure that there is the same amount of consumables/supplies at the Facilities on the date of termination as there was on the first day of the Initial Term; or
- (b) reimburse the Client for any shortfall.

If the amount of consumables/supplies at the Facilities on the date of termination exceeds the amount on the first day of the Initial Term, the Client will either reimburse OCWA for any excess or OCWA may take possession of any excess, as OCWA may determine.

Section 6.4 - Final Settlement

If OCWA ceases to operate the Facilities, there shall be a final settlement of all accounts with respect to the Annual Price and any other expenses incurred by OCWA and amounts owing by or to the Client under this Agreement, no later than ninety (90) days after OCWA ceases to provide the Services or thirty (30) days after OCWA has provided the Client with a final invoice, whichever comes later.

Section 6.5 - Transfer of Operations

Upon the termination of this Agreement, OCWA will return the following to the Client:

- (a) The log books for the Facilities.
- (b) The original operations manuals that were provided by the Client to OCWA at the commencement of the Services with all updates to the expiry date of the Agreement.
- (c) A list of emergency phone numbers from the contingency plan binders used by OCWA staff in respect of the Facilities.
- (d) Maintenance and repair records of equipment at the Facilities in electronic format.
- (e) The operational plans under the Drinking Water Quality Management Standard (DWQMS) and any Standard Operating Procedures (SOPs) identified in the DWQMS.

Section 6.6 - Restrictions on Recruitment of OCWA's Employees

During the term of this Agreement and for one (1) year following the termination of this Agreement, the Client shall not solicit or recruit any employee of OCWA, nor induce any

OCWA employee to leave his or her employ to work at the Facilities, unless mutually agreed to in writing by the Client and OCWA.

ARTICLE 7 –
GENERAL

Section 7.1 - Ownership of Technology

The Client acknowledges and agrees that in providing the Services, OCWA may utilize certain technology developed by or for OCWA, for example, OCWA's WMMS, Outpost 5 and/or PDM (the "Technology"). The Client further agrees that use of the Technology by OCWA with respect to the Facilities does not in any way give the Client any ownership or licensing rights in or to the Intellectual Property Rights to the Technology unless otherwise agreed to in writing between the Parties. For greater certainty, nothing in this Section 7.1 shall be interpreted as requiring OCWA to provide the Client with the Technology and any upgrades or other similar technology in respect of the Facilities as part of the Annual Price.

Section 7.2 - Agreement to Govern

If there is any inconsistency between the main body of this Agreement and any Schedule to this Agreement, then the provision in the main body of this Agreement shall govern.

Section 7.3 - Entire Agreement

This Agreement constitutes the entire agreement between the Client and OCWA with respect to the subject matter hereof and cancels and supersedes any prior understandings, undertakings, representations, warranties, terms, conditions and agreements, whether collateral, express, implied or statutory, between the Client and OCWA with respect thereto.

Section 7.4 - Amendments and Waivers

No amendment to this Agreement will be valid or binding unless it is in writing and duly executed by both of the Parties hereto. No waiver of any breach of any provision of this Agreement will be effective or binding unless it is in writing and signed by the Party purporting to give such waiver and, unless otherwise provided, will be limited to the specific breach waived.

Section 7.5 - Successors and Assigns

This Agreement shall operate to the benefit of and be binding upon, the Parties hereto and their successors and assigns. This Agreement may be assigned in the discretion of either Party.

Section 7.6 - Survival

All outstanding payment obligations, and the confidentiality obligation under Section 7.11, shall survive indefinitely the termination of this Agreement.

Section 7.7 - Severability

If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision and everything else in this Agreement shall continue in full force and effect.

Section 7.8 - Notices

(a) All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to be properly given if hand-delivered, sent by email, sent by confirmed facsimile or by registered mail postage prepaid, return receipt requested, or by courier, to the Parties at their respective addresses as set forth below, or to such other addresses as the Parties may advise by like notice. Such notices if sent by email facsimile, registered mail or courier shall be deemed to have been given when received.

(i) if to the Client:

Municipality of Temagami
P.O. Box 220, 7 Lakeshore Drive
Temagami, ON
P0H 2H0

Telephone: (705) 569-3421
Fax: (705)-569-2834
Attention: Craig Davidson, Treasurer Administrator

(ii) if to OCWA:

Ontario Clean Water Agency
31 Station Road North
Kirkland Lake ON
P2N 3J5

Telephone: (705) 567-3955
Fax: (705) 567-7974
Attention: Eric Nielson, Regional Hub Manager

(b) A Party to this Agreement may change its address for the purpose of this Section by giving the other Party notice of such change of address in the manner provided in this Section.

Section 7.9 - Counterparts

This Agreement may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument.

Section 7.10 - Freedom of Information

The Parties understand that this Agreement and any materials or information provided to OCWA through the performance of the Services may be subject to disclosure under the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c.F.31, as amended, or as otherwise required by law.

Section 7.11 - Confidentiality

The Parties shall strictly maintain confidential and secure all material and information provided, directly or indirectly, by the other Party pursuant to this Agreement. Subject to relevant legislation related to freedom of information or the protection of privacy and any other laws, neither Party shall directly or indirectly disclose to any person, either during or following the term of this Agreement, any such material or information provided to it by the other Party without first obtaining the written consent of the Party who provided such material or information, allowing such disclosure.

IN WITNESS WHEREOF the Parties have duly executed this Agreement.

ONTARIO CLEAN WATER AGENCY

Date of Signing

By: _____
(Authorized Signing Officer)

Date of Signing

By: _____
(Authorized Signing Officer)

**THE CORPORATION OF THE
MUNICIPALITY OF TEMAGAMI**

Date of Signing

By: _____
(Authorized Signing Officer)

Date of Signing

By: _____
(Authorized Signing Officer)

SCHEDULE A - The Facilities

Part 1. Description of the Facilities

For the purposes of this Agreement, the description of the Facilities is set out in the following:

1) **Temagami South Wastewater Lagoon System**

This lagoon is a twin cell waste stabilization pond with a capacity of 25,000 m³ per cell. Each cell has a permanent liner, a flow control structure, flow meter and recording chart. There is a chemical storage tank, a re-circulation pump, an intercell chamber and outlet facilities.

2) **Temagami South Water Treatment Plant**

The Temagami South Water Treatment Plant located on Lakeshore Road obtains its raw water from Lake Temagami. The water is drawn by a 20m long, 200mm diameter intake pipe that extends from a submerged intake structure 5.7m below the average water table. This water flows to the raw water wet well via gravity and then is pumped to the water treatment building by two submersible low lift pumps (one duty, one reserve) each rated at 950 m³/day.

The water treatment plant consists of a BCA water treatment package plant and an upgraded Neptune Trident package treatment unit. Each plant provides chemically assisted filtration through coagulation, flocculation sedimentation and filtration operations. Alum and polymer are added to the raw water upstream of the static mixer for the coagulation/flocculation process. Sodium carbonate is injected for pH adjustment and sodium hypochlorite is used for disinfection. All chemicals are added using two metering pumps, one duty and one standby. The plant is equipped with an automated monitoring system that records various components of the process.

The treated water is then directed to two clearwells having a total capacity of 257 m³. Two high lift pumps rated at 916 m³/day (one duty, one reserve) directs finished water to the 82 cubic meter elevated tower which maintains pressure in the distribution system. Alarmed chlorine and turbidity monitoring systems are in place to ensure an acceptable quality of water leaves the treatment facility.

For emergency purposes, a 60 kW diesel generator set is available to provide emergency power to the entire facility in the event of a power outage.

3) **Temagami North Wastewater Lagoon System**

This lagoon is a twin cell aerated lagoon with three blowers in a utility building, outlet facilities and two lift stations situated within the community which pump raw influent to the lagoon. The primary cell has a hypalon liner.

4) Temagami North Water Treatment Plant

Temagami North water treatment plant is a surface water treatment plant located on the west shoreline of Net Lake. A 222m long, 250mm diameter intake pipe extends from a submerged intake structure approximately 10m below the water level.

The low lift pumping station consists of a 1.83m x 1.5m wet well with two submersible low lift pumps (one duty, one reserve). Each pump is rated at 3.8 L/s or 326 m³/day. The water is directed to the main water plant by way of a 65mm pipe.

The water treatment facility is equipped with two BCA water treatment package plants, each consisting of a flash mixing chamber, a flocculation tank, two clarification chambers, and two deep dual media filter (sand/anthracite). Alum and polymer are added for the coagulation/flocculation process, sodium carbonate for pH adjustment and sodium hypochlorite for disinfection. All chemicals are added using two metering pumps (one duty/one standby). The plant is equipped with an automated monitoring system that records various components of the process including system flows and chemical dosages.

The treated water is directed to two of the three clearwells which have a combined capacity of 167 m³. The two highlift pumps direct the treated water into the distribution system which is equipped with a standpipe known as the North Tower. The standpipe has a total storage capacity of 732 m³ and helps to maintain water pressure in the system. Alarmed chlorine and turbidity monitoring systems are in place to ensure the water is of acceptable quality before entering the distribution system.

Filter backwashes are initiated by head loss, turbidity levels, timer or manually by the operator. The backwash wastewater and sedimentation sludge is directed to a drainage system that leads to the Municipal sanitary sewer system for disposal.

A back up 20 kW diesel generator with automatic start is located in a nearby sewage pumping station and is available to provide emergency power for the entire facility in the event of a power interruption.

5) Water Distribution System

The water distribution piping within the Municipality of Temagami.

6) Marten River Fire Dept - UV Water Treatment Unit

The UV Unit is a Trojan UVMax Model “C” with a Maximum flow rate of 34 liters/min (9 Gallons/min) serves the building only. The UV system operates on a “water use” basis and is located inside the shop area of the Fire Station building.

Part 2. Street Addresses of the Facilities

The street addresses for each of the Facilities are as follows:

- 1) Temagami South Wastewater Lagoon System
22 Jack Guppy Way, Temagami, ON P0H 2H0
- 2A) Temagami South Water Treatment Plant
39 Lakeshore Drive, Temagami, ON P0H 2H0
- 2B) Elevated Water Storage Tank
41 Railway Road, Temagami, ON P0H 2H0
- 3) Temagami North Wastewater Lagoon System Blower Room and Pumping Station
37 Cedar Avenue, Temagami, ON P0H 2H0
- 4A) Temagami North Water Treatment Plant
5 Cedar Avenue, Temagami, ON P0H 2H0
- 4B) Pumping Station #1
Cedar Avenue, Temagami, ON P0H 2H0
- 4C) Pumping Station #2
Spruce Drive/Goward Avenue, Temagami, ON P0H 2H0
- 4D) Water Storage Tank
26 Birch Crescent, Temagami, ON P0H 2H0
- 5) Water distribution system throughout the Municipality
- 6) Marten River Fire Department - UV Water Treatment Unit
2877 ON-11, Marten River, ON P0H 1T0

SCHEDULE B - Definitions

In this Agreement, the following terms are defined below or in the section in which they first appear:

“Agreement” means this agreement together with Schedules A, B, C, D, E, F, G, H, I, J attached hereto and all amendments made hereto by written agreement between OCWA and the Client.

“Annual Price” is defined in Section 1 under Schedule D of this Agreement.

“Applicable Laws” means any and all statutes, by-laws, regulations, permits, approvals, standards, guidelines, certificates of approval, licences, judgments, orders, injunctions, authorizations, directives, whether federal, provincial or municipal including, but not limited to all laws relating to occupational health and safety matters, fire prevention and protection, health protection and promotion, land use planning, environment, Building Code, or workers’ compensation matters and includes Environmental Laws.

“Approved Major Maintenance Expenditures” is defined in Paragraph 4.6(b) of this Agreement.

“Authorizations” means any by-laws, licences, certificates of approval, permits, consents and other authorizations or approvals required under Applicable Laws from time to time in order to operate the Facilities.

“Authorized Representative(s)” is defined in Section 2.4 of this Agreement.

“Business Days” means a day other than a Saturday, Sunday or statutory holiday in Ontario.

“Business Hours” means the hours between 7:30 a.m. and 4:00 p.m. on a Business Day.

“Capital Projects” is defined in Section 4.7(a) of this Agreement.

“Change in Applicable Laws” means the enactment, adoption, promulgation, modification, issuance, repeal or amendment of any Applicable Laws that occur after the date this Agreement is executed by both Parties.

“Change Order” means the document shown in Schedule “H” describing the changes to the Agreement agreed to by both parties.

“Claim” means any claim, fine, penalty, liability, damages, loss and judgments (including but not limited to, costs and expenses incidental thereto).

“CPI Adjustment” means the percentage difference between the Statistics Canada Consumer Price Index, All Items (Ontario) (“CPI”) during September of the previous Year as compared to the CPI of September of the current Year. For example, the CPI Adjustment for Year 2018 is the CPI of September 2017 divided by the CPI of September 2016.

“Current Term” is defined in Section 1 under Schedule D of this Agreement.

“Crown” means Her Majesty the Queen in Right of Ontario.

“Drinking Water Quality Management Standard (DWQMS)” means the standard that sets out the minimum requirements for the operation of a drinking water system.

“Effective Date” is defined on Page 1 of this Agreement.

“Environmental Laws” means, any and all statutes, by-laws, regulations, permits, approvals, certificates of approval, licences, judgments, orders, judicial decisions, injunctions, and authorizations related to environmental matters or occupational health and safety and which are applicable to the operation of water and wastewater treatment facilities.

“ESA” means the Electrical Safety Authority.

“Facilities” is defined in Paragraph (b) of the Recitals to this Agreement and further described in Schedule A.

“Hydro Costs” means hydroelectricity costs due to the operation and maintenance of the Facilities.

“Indemnification Process” means the procedures a Party is required to follow to obtain indemnification:

- (a) upon receipt of a Claim, or notice of claim, the Indemnified Party shall immediately forward such Claim or notice of Claim to the Indemnifying Party;
- (b) if requested by the Indemnifying Party, the Indemnified Party shall provide all documentation relating to the Claim or notice of Claim;
- (c) the Indemnified Party shall take such steps necessary to protect its right to defend such Claim or notice of Claim and shall assign such right to the Indemnifying Party including any subrogation rights;
- (d) the Indemnifying Party shall not settle any Claim, or notice of Claim without the prior written consent of the Indemnified Party; and
- (e) the Indemnified Party shall have the right to take-over the defence of any Claim, or notice of Claim and the Indemnifying Party shall fully co-operate with such action.

“Indemnified Parties” is defined in Paragraph 3.3(a) of this Agreement.

“Indemnifying Party” means the Party responsible for dealing with any Claims and paying out any Claims.

“Initial Term” is defined in Section 4.1 of this Agreement.

“Insurance” is defined in Paragraph 2.7(a) and further described in Schedule E.

“Intellectual Property Rights” means any copyright, trademark, patent, registered design, design right, topography right, service mark, application to register any of the aforementioned rights, trade secret, rights in unpatented know-how, right of confidence and any other intellectual or industrial property rights of any nature whatsoever in any part of the world.

“Major Maintenance Expenditures” is defined in Paragraph 4.6(a) of this Agreement.

“MOECC” means the (Ontario) Ministry of the Environment and Climate Change.

“MOL” means the (Ontario) Ministry of Labour.

“Natural Gas Costs” means natural gas costs due to the operation and maintenance of the Facilities.

“OHSA” means the *Occupational Health and Safety Act*, R.S.O. 1990, c. O.1.

“Optional Services” means any services not included in the Annual Price that the Client and OCWA agree in writing to designate as “Optional Services” subject to Section 4.12.

“Outpost 5” means a remote monitoring and control system designed and constructed by OCWA and its consultants for the purpose of monitoring and controlling processes at water treatment facilities and their related parts.

“Overall Responsible Operator” means the person who will act as the overall responsible operator pursuant to Section 23 of O. Reg. 128/04 under the *Safe Drinking Water Act, 2002* (the “SDWA”) and Section 15 of O. Reg. 129/04 under the *Ontario Water Resources Act* (the “OWRA”) in respect of the Facilities.

“OWRA” means the *Ontario Water Resources Act*, R.S.O. 1990.

“Parties” is defined in Paragraph (d) of the Recitals to the Agreement.

“PDM” or **“Process Data Management”** means technology that allows process data to be entered into a format that can be viewed, manipulated and retrieved in the form of customized reports.

“Pre-existing Condition” is defined in Section 2.5 of this Agreement.

“Renewal Term” is defined in Section 4.1 of this Agreement.

“Routine Maintenance” means regular and/or repetitive activities recommended by the equipment or facility manufacturer or practices of a prudent operator to maintain the reasonably expected service life of the equipment and components thereof and includes preventative maintenance.

“SCADA” means Supervisory Control and Data Acquisition.

“SDWA” means the *Safe Drinking Water Act, 2002*, S.O. 2002 c.32.

“Service Fee” is defined and described in Schedule D.

“Services” is defined in Section 2.1 of this Agreement.

“Technology” is defined in Section 7.1 of this Agreement.

“Uncontrollable Circumstance” is defined in Paragraph 2.2(c) of this Agreement.

“Unexpected Expenses” is defined in Paragraph 4.8(a) of this Agreement.

“Utility Costs” means the costs of natural gas used in the operation of the Facilities.

“WMMS” or **“Work Management Maintenance System”** means a computer program used to determine a program of preventive maintenance activities for equipment in a facility based on a risk analysis that considers factors such as equipment life expectancy, present value and replacement cost.

“Year” means the three hundred and sixty-five (365) day period from January 1st to December 31st of the calendar year.

SCHEDULE C - The Services

A - Services for Water Treatment System

Part 1 - Services included in the Annual Price

OCWA will provide the following services:

1. **Staffing**

- (a) certified operator(s) to attend at the Facilities as required under normal operating conditions on Business Days and during Business Hours and supply other personnel as may be necessary to operate, maintain and manage the Facilities under normal operating conditions in compliance with the requirements of Applicable Laws, terms of an Agreement, including management, operation, routine maintenance, administration and reporting;
- (b) supply a certified operator(s), who will be on call 24 hours per day, 365 days per year to respond to emergency conditions in respect of the operation of the Facilities, any such response to be charged to the Client in accordance with Schedule D herein or by way of an annual set amount;
- (c) provide all necessary training and continuing education for staff to ensure the continued operation of the Facilities, in accordance with all Applicable Laws;
- (d) provide an Overall Responsible Operator for the Facilities;
- (e) investigate and respond to public complaints at the request of the client.

2. **Regulatory Reporting**

- (a) prepare and submit all reports to the Client and the MOECC respecting the operation and maintenance of the Facilities as required by the MOECC or any other regulatory agency or body having jurisdiction at the time of the Agreement;
- (b) accompany MOECC officials on inspections and provide all documentation required prior to and following inspection reports;
- (c) review any inspection reports prepared by the MOECC in respect of the Facilities and, subject to any approvals of the Client, either correct or negotiate with the MOECC amendments to a deficiency;
- (d) report to the Client and the MOECC non-compliance with a regulatory requirement;
- (e) maintain Drinking Water Quality Management System plan.

3. Reporting
OCWA shall provide a Facility performance report, within forty-five (45) days of the completion of each quarter or such other period as the Client and OCWA may agree upon.
4. Operations Manuals
 - (a) recommend to the Client, any section in the operating manuals that should be modified/changed to ensure that the operating manuals reflect the actual or revised approach to operating the Facilities; which recommendations may require third party assistance.
5. Initial Inventory
 - (a) develop and maintain an inventory of the Client's original equipment tools and attractables in place as of the effective date of the Agreement;
 - (b) develop an inventory of critical spare parts.
6. Change In Laws
 - (a) notify the Client of any modifications or changes to the Services or the Facilities required to comply with any Change in Laws and subject to Client approval make the required modifications or changes at an additional cost.
7. Facility Emergency Preparedness
 - (a) prepare and revise, as necessary, an Emergency Plan for the Facilities consistent with the requirements of the Applicable Laws and the Client's Emergency Plans;
 - (b) establish procedures for managing foreseeable emergencies or abnormal conditions affecting the Facilities.
8. General
 - (a) good housekeeping to maintain a safe work environment;
 - (b) provide security at the Facilities by maintaining the existing fences and gates and locking same and notifying the Client of the need for any repairs;
 - (c) provide mobile communications services.

9. Routine Operations & Maintenance

- (a) in providing routine operation of the Facilities, OCWA will conduct:
 - (i) visual inspection of all buildings, equipment and Facilities insofar as can be observed while these are in service;
 - (ii) instrumentation cleaning, verification of meters;
 - (iii) sampling and/or on-site analysis;
 - (iv) sample collection, preservation, packing and shipment for off-site analyses as required by Applicable Laws at the time of the commencement of this Agreement;
 - (v) laboratory sampling, analysis and reports as required by Applicable Laws at the time of the commencement of this Agreement;
 - (vi) coordination of chemical supply with chemical vendors;
 - (vii) checks and responses to alarms during Business Hours;
 - (viii) inspection of process control equipment to ensure proper operation;
 - (ix) maintenance of daily on-site logs and records, including process control log sheets, laboratory data log sheets, bypass reports and routine checklists as required by Applicable Laws;
 - (x) consolidation and processing of OCWA's internal operational data forms for statistical input into a reporting system for the quarterly and annual reports;
 - (xi) recording and analysis of flows, chemicals used, residuals and other process readings as required;
 - (xii) utilize Client's SCADA system (if applicable) for trending review and reporting, gap analysis, testing, and compliance;
 - (xiii) before November 30th (as per agreement 4.6(b), prepare a report outlining the foreseeable Major Maintenance Expenditures and Capital Projects required for the Facilities, complete with cost estimates for the Client's budgeting purposes;
 - (xiv) maintenance of vehicle(s) used in providing the services, including fuel and any other operating costs associated with such vehicle(s);
- (b) perform Routine Maintenance on the equipment used in the operation of the Facilities as specified in the maintenance management system;
- (c) utilize a maintenance management system which shall record information related to the maintenance of the Facilities.

B - Services for Water Distribution System

Part 1 - Services included in the Annual Price

OCWA will provide the following services:

1. Staffing

- (a) certified operator(s) to attend at the Facilities as required under normal operating conditions on Business Days and during Business Hours and supply other personnel as may be necessary to operate, maintain and manage the Facilities under normal operating conditions in compliance with the requirements of Applicable Laws, terms of an Agreement, including management, operation, routine maintenance, administration and reporting;
- (b) supply a certified operator(s), who will be on call 24 hours per day, 365 days per year to respond to emergency conditions in respect of the operation of the Facilities, any such response to be charged to the Client in accordance with Schedule D herein or by way of an annual set amount;
- (c) provide all necessary training and continuing education for staff to ensure the continued operation of the Facilities, in accordance with all Applicable Laws;
- (d) provide an Overall Responsible Operator for the Facilities.

2. Regulatory Reporting

- (a) prepare and submit all reports to the Client and the MOECC respecting the operation and maintenance of the Facilities as required by the MOECC or any other regulatory agency or body having jurisdiction at the time of the Agreement;
- (b) review any inspection reports prepared by the MOECC in respect of the Facilities and, subject to any approvals of the Client, either correct or negotiate with the MOECC amendments to a deficiency;
- (c) report to the Client and the MOECC non-compliance with a regulatory requirement;
- (d) maintain Drinking Water Quality Management System plan.

3. Reporting

OCWA shall provide a Facility performance report, within forty-five (45) days of the completion of each quarter or such other period as the Client and OCWA may agree upon.

4. Change In Laws

- (a) notify the Client of any modifications or changes to the Services or the Facilities required to comply with any Change in Laws and subject to Client approval make the required modifications or changes at an additional cost.

5. Facility Emergency Preparedness

- (a) prepare and revise, as necessary, an Emergency Plan for the Facilities consistent with the requirements of the Applicable Laws and the Client's Emergency Plans;
- (b) establish procedures for managing foreseeable emergencies or abnormal conditions affecting the Facilities.

6. General

- (a) good housekeeping to maintain a safe work environment;
- (b) provide security at the Facilities by maintaining the existing fences and gates and locking same and notifying the Client of the need for any repairs;
- (c) provide mobile communications services.

7. Operations & Maintenance

- (a) in providing routine operation of the Facilities, OCWA will conduct:
 - (i) visual inspection of all buildings, equipment and Facilities insofar as can be observed while these are in service;
 - (ii) instrumentation cleaning, verification of meters;
 - (iii) sampling and/or on-site analysis;
 - (iv) sample collection, preservation, packing and shipment for off-site analyses as required by Applicable Laws at the time of the commencement of this Agreement;
 - (v) laboratory sampling, analysis and reports as required by Applicable Laws at the time of the commencement of this Agreement;
 - (vi) checks and response to alarms during Business Hours;
 - (vii) inspection of process control equipment to ensure proper operation;

- (viii) maintenance of daily on-site logs and records, including process control log sheets, laboratory data log sheets, bypass reports and routine checklists as required by Applicable Laws;
 - (ix) consolidation and processing of OCWA's internal operational data forms for statistical input into a reporting system for the quarterly and annual reports;
 - (x) detection of significant water loss based on monitoring of flow readings, tower stand pipes and ground water reservoir's for levels and pressures;
 - (xi) recording and analysis of flows, residuals and other process readings as required;
 - (xii) before November 30th as per agreement 4.6(b), prepare a report outlining the foreseeable Major Maintenance Expenditures and Capital Projects required for the Facilities, complete with cost estimates for the Client's budgeting purposes;
 - (xiii) maintenance of vehicle(s) used in providing the services, including fuel and any other operating costs associated with such vehicle(s);
 - (xiv) flushing, opening, exercising and winterizing of water hydrants as required
 - (xv) main distribution shut-off valves exercising on a semi-annual basis;
 - (xvi) operation of the water towers;
- (b) implement and utilize a maintenance management system which shall record information related to the maintenance of the Facilities.

C – Services for Wastewater Treatment System

Part 1 – Services included in the Annual Price

OCWA will provide the following services:

1. Staffing

- (a) certified operator(s) to attend at the Facilities as required under normal operating conditions on Business Days and during Business Hours and supply other personnel as may be necessary to operate, maintain and manage the Facilities under normal operating conditions in compliance with the requirements of Applicable Laws, Agreement Terms and Scope of Work (SOW), including management, operation, routine maintenance, administration and reporting;
- (b) supply a certified operator(s), who will be on call 24 hours per day, 365 days per year to respond to emergency conditions in respect of the operation of the Facilities, any such response to be charged to the Client in accordance with Schedule D herein or by way of an annual set amount;
- (c) provide all necessary training and continuing education for staff to ensure the continued operation of the Facilities, in accordance with all Applicable Laws;
- (d) provide an Overall Responsible Operator for the Facilities.

2. Regulatory Reporting

- (a) prepare and submit all reports to the Client and the MOECC respecting the operation and maintenance of the Facilities as required by the MOECC or any other regulatory agency or body having jurisdiction at the time of the Agreement;
- (b) review any inspection reports prepared by the MOECC in respect of the Facilities and, subject to any approvals of the Client may correct or negotiate with the MOECC amendments to a deficiency;
- (c) report to the Client and the MOECC non-compliance with a regulatory requirement.

3. Reporting

OCWA shall provide a Facility performance report, within forty-five (45) days of the completion of each quarter or such other period as the Client and OCWA may agree upon.

4. Operations Manuals

- (a) recommend to the Client, any section in the operating manuals that should be modified/changed to ensure that the operating manuals reflect the actual or revised approach to operating the Facilities, which recommendations may require third party assistance.

5. Initial Inventory

- (a) develop and maintain inventory of the Client's original equipment tools and attractables in place as of the date of the Agreement;
- (b) develop and maintain an inventory of critical spare parts.

6. Change In Laws

- (a) notify the Client of any modifications or changes to the Services or the Facilities required to comply with any Change in Laws and subject to Client approval make the required modifications or changes at an additional cost.

7. Facility Emergency Preparedness

- (a) prepare and revise, as necessary, an Emergency Plan for the Facilities consistent with the requirements of the Applicable Laws and the Client's Emergency Plans;
- (b) establish procedures for managing foreseeable emergencies or abnormal conditions affecting the Facilities.

8. General

- (a) good housekeeping to maintain a safe work environment;
- (b) provide security at the Facilities by maintaining the existing fences and gates and locking same and notifying the Client of the need for any repairs;
- (c) provide mobile communications services.

9. Routine Operations & Maintenance

- (a) in providing routine operation of the Facilities, OCWA will conduct:
 - (i) visual inspection of all buildings, equipment and Facilities insofar as can be observed while these are in service;
 - (ii) instrumentation cleaning, verification of meters;
 - (iii) sampling and/or on-site analysis;
 - (iv) sample collection, preservation, packing and shipment for off-site analysis as required by Applicable Laws at the time of the commencement of this Agreement;

- (v) laboratory sampling, analysis and reports as required by Applicable Laws at the time of the commencement of this Agreement;
 - (vi) coordination of chemical supply with chemical vendors;
 - (vii) checks and response to alarms during Business Hours;
 - (viii) inspection of process control equipment to ensure proper operation;
 - (ix) maintenance of daily on-site logs and records, including process control log sheets, laboratory data log sheets, bypass reports and routine checklists as required by Applicable Laws;
 - (x) consolidation and processing of OCWA's internal operational data forms for statistical input into a reporting system for the quarterly and annual reports;
 - (xi) calculation, recording and analysis of the amount of wastewater treated as per regulation;
 - (xii) recording and analysis of flows, chemicals used, residuals and other process readings as required;
 - (xiii) monitor and adjust dosages of process chemicals;
 - (xiv) utilize Client's SCADA system (if applicable) for trending review and reporting, gap analysis, testing, and compliance;
 - (xv) before November 30th (as per agreement 4.6(b)) prepare a report outlining the foreseeable Major Maintenance Expenditures and Capital Projects required for the Facilities, complete with cost estimates for the Client's budgeting purposes;
 - (xvi) maintenance of vehicle(s) used in providing the services, including fuel and any other operating costs associated with such vehicle(s);
 - (xvii) removal of grit and screening;
- (b) perform routine preventive maintenance on the equipment used in the operation of the Facilities as specified in the maintenance management system;
- (c) implement and utilize a maintenance management system which shall record information related to the maintenance of the Facilities.

D - Services for Wastewater Collection System

Part 1 - Services included in the Annual Price

OCWA will provide the following services:

1. Staffing

- (a) certified operator(s) to attend at the Facilities as required under normal operating conditions on Business Days and during Business Hours and supply other personnel as may be necessary to operate, maintain and manage the Facilities under normal operating conditions in compliance with the requirements of Applicable Laws, Agreement Terms and Scope of Work (SOW), including management, operation, routine maintenance, administration and reporting;
- (b) supply a certified operator(s), who will be on call 24 hours per day, 365 days per year to respond to emergency conditions in respect of the operation of the Facilities, any such response to be charged to the Client in accordance with Schedule D herein or by way of an annual set amount;
- (c) provide all necessary training and continuing education for staff to ensure the continued operation of the Facilities, in accordance with all Applicable Laws;
- (d) provide an Overall Responsible Operator for the Facilities.

2. Regulatory Reporting

- (a) prepare and submit all reports to the Client and the MOECC respecting the operation and maintenance of the Facilities as required by the MOECC or any other regulatory agency or body having jurisdiction at the time of the Agreement;
- (b) review any inspection reports prepared by the MOECC in respect of the Facilities and, subject to any approvals of the Client may correct or negotiate with the MOECC amendments to a deficiency;
- (c) report to the Client and the MOECC non-compliance with a regulatory requirement.

3. Reporting

OCWA shall provide a Facility performance report, within forty-five (45) days of the completion of each quarter or such other period as the Client and OCWA may agree upon.

4. Initial Inventory

- (a) develop inventory of the Client's original equipment tools and attractables in place as of the date of the Agreement;

- (b) develop inventory of critical spare parts.

5. Change In Laws

- (a) notify the Client of any modifications or changes to the Services or the Facilities required to comply with any Change in Laws and subject to Client approval make the required modifications or changes at an additional cost.

6. Facility Emergency Preparedness

- (a) prepare and revise, as necessary, an Emergency Plan for the Facilities consistent with the requirements of the Applicable Laws and the Client's Emergency Plans;
- (b) establish procedures for managing foreseeable emergencies or abnormal conditions affecting the Facilities.

7. General

- (a) good housekeeping to maintain a safe work environment;
- (b) provide security at the Facilities by maintaining the existing fences and gates and locking same and notifying the Client of the need for any repairs;
- (c) provide mobile communications services.

8. Routine Operations & Maintenance

- (a) in providing routine operation of the Facilities, OCWA will conduct:
 - (i) visual inspection of all buildings, equipment and Facilities insofar as can be observed while these are in service;
 - (ii) instrumentation cleaning, verification of meters;
 - (iii) sampling and/or on-site analysis;
 - (iv) sample collection, preservation, packing and shipment for off-site analysis as required by Applicable Laws at the time of the commencement of this Agreement;
 - (v) laboratory sampling, analysis and reports as required by Applicable Laws at the time of the commencement of this Agreement;
 - (vi) checks and response to alarms during Business Hours;
 - (vii) inspection of process control equipment to ensure proper operation;
 - (viii) maintenance of daily on-site logs and records, including process control log sheets, laboratory data log sheets, bypass reports and routine checklists as required by Applicable Laws;

- (ix) consolidation and processing of OCWA's internal operational data forms for statistical input into a reporting system for the quarterly and annual report;
 - (x) recording and analysis of flows, chemicals used, residuals and other process readings as required;
 - (xi) utilize Client's SCADA system (if applicable) for trending review and reporting, gap analysis, testing, and compliance;
 - (xii) before November 30th (as per agreement 4.6(b) prepare a report outlining the foreseeable Major Maintenance Expenditures and Capital Projects required for the Facilities, complete with cost estimates for the Client's budgeting purposes;
 - (xiii) maintenance of vehicle(s) used in providing the services, including fuel and any other operating costs associated with such vehicle(s);
- (b) perform routine preventive maintenance on the equipment used in the operation of the Facilities as specified in the maintenance management system;
- (c) implement and utilize a maintenance management system which shall record information related to the maintenance of the Facilities.

Part 2 - Optional Services (To Be Provided at the Request of the Client)

OCWA may provide additional services to the Client including but not limited to the Optional Services set out below:

1. Operation Related Services

- (a) operation manual updates;
- (b) maintenance and repair of sewage collection system, including but not limited to, smoke/dye testing, manhole inspections, rodding, CCTV inspections, and tree root removal/treatments;
- (c) sewer system locates as set out by applicable legislation and Ontario One Call;
- (d) new sewer service installation or connection inspection;
- (e) contract repair for sewer line breaks including road restoration;
- (f) inspection of repaired sewer services;
- (g) inspect and flush sanitary collection system, including sewers, manholes and clean outs;
- (h) high pressure sewer flushing;
- (i) acoustic pipe inspection;
- (j) infiltration surveys, sewer camera inspections;
- (k) adjust and leveling manholes;
- (l) biosolids removal from lagoon;
- (m) lagoon depth monitoring;
- (n) odour control system;
- (o) clean valve chambers and exercise valves as requested by the client .

2. Capital Projects Plans

- (a) prepare a Comprehensive Capital Projects Plan for the facility(ies).

3. Engineering Services

- (a) engineering services;
- (b) energy audits;
- (c) provide assistance and/or complete applicable funding applications;
- (d) financial plans.

4. Information Technology Services

- (a) SCADA development and maintenance.

SCHEDULE E - Insurance

A summary of the insurance coverage that OCWA will arrange in respect of the facilities is described below:

Property Insurance

Insured Perils: All Risks of direct physical loss or damage (including Flood and Earthquake) occurring during the term of this policy, except as hereinafter excluded.

Policy Limits:

- Replacement Value
- Extra expenses
- Expediting expenses

Insurable Values: Client reports facilities' value based on Replacement Cost. (Subject to Annual Review by the Client.)

Deductibles: Earthquake – 3% of the value of the property insured subject to a minimum of \$100,000.

A flood deductible based on the Total Insured Value (TIV) of the property insured applies to locations in the 100-year flood zones determined as follows:

Less than 1 million in TIV	\$50,000
1 million to 3.3 million in TIV	\$100,000
3.3 million to 5 million in TIV	\$125,000
5 million to 6.8 million in TIV	\$200,000
More than 6.8 million in TIV	3% of the property insured subject to a minimum of \$100,000

A flood deductible of \$50,000 applies to all other locations.
Sewer back-up and water damage deductible of \$50,000.
Except \$100,000 for locations in 100-year flood zones.

All Other Losses: \$5,000 based on the insurable value of the Facilities at the time of execution of this Agreement (except earthquake, flood and sewer back-up).

The above is subject to change on an annual basis.

Where the Client's property is repaired or replaced, the Client will pay the deductible. Where OCWA's property is repaired or replaced, OCWA will pay the deductible. In cases where both the Client's and OCWA's property is repaired or replaced, the

deductible will be paid by both the Client and OCWA *pro rata* in accordance with the total loss.

Property Insured: Property of every kind and description as declared except as excluded under the “Property Excluded” section of the policy. Marten River Fire Hall and UV Treatment unit is excluded from the property insurance provided by OCWA.

Boiler & Machinery Insurance

Coverage: Sudden & Accidental Breakdown of a Pressure, Mechanical, Electrical Object including Production Machinery as defined under the policy. Coverage applies to the loss of the “Object” itself and for loss to other insured property directly damaged by the “Accident”, except as excluded under the policy.

Limit: \$100,000,000 per Accident.

Deductibles: \$5,000 for Property Damage per Accident for the year 2019; subject to changes on an annual basis.

Where the Client’s property is repaired or replaced, the Client will pay the deductible. Where OCWA’s property is repaired or replaced, OCWA will pay the deductible. In cases where both the Client’s and OCWA’s property is repaired or replaced, the deductible will be paid by both the Client and OCWA *pro rata* in accordance with the total loss.

Automobile Insurance

Coverage: Automobile Liability for OCWA owned or leased vehicles.

Limit: \$5,000,000

Commercial General Liability Insurance

Coverage: Third party liability including legal fees, for property damage and/or bodily injury as caused by OCWA’s negligence arising out of OCWA’s operations of the Facilities.

Limit: \$5,000,000 per Occurrence.

Deductible: \$50,000 for the year 2019; subject to change on an annual basis.

Contractor’s Pollution Liability/Professional Liability Insurance

Coverage: Professional Liability: To pay on behalf of OCWA sums which OCWA shall become legally obligated to pay as damages and/or claims expense as a result of claims made first against OCWA, and reported to the insurer, in writing during the policy period, automatic extended reporting period (90 days), and by reason of any act, error or omission in professional services rendered or that should have been rendered by OCWA, or by any person for whose acts errors or omissions OCWA is legally responsible, and arising out of the conduct of OCWA's profession.

Pollution legal liability covering third party property damage and bodily injury and clean up costs for pollution conditions arising out of the performance of the services provided by OCWA.

Limit: \$10,000,000 per loss on a Claims Made basis with automatic, extended reporting periods for Pollution Liability. \$10,000,000 aggregate.

Limit: \$5,000,000 for Professional Liability Insurance

Deductible: \$50,000 for the year 2019; subject to change on an annual basis.

SCHEDULE F - List of Pre-Existing Conditions

As per Paragraph 3.1(e) of this Agreement, the following Pre-existing Conditions have been identified:

There are no known pre-existing conditions existing at the facilities which would affect OCWA's ability to operate the facilities in compliance with the terms of this agreement and applicable laws.

SCHEDULE G - Flows

Part 1: Changes in Flows

A significant change in flow means a flow that is 10% greater or 10% less than the Base Year Flow.

“Base Year Flow” means the annual average flow volume of the three (3) years immediately preceding the Initial Term or any Renewal Term, as may be applicable.

The Base Year Flow for Temagami North Water Treatment Facility for the Initial Term is 57,150 m³ per year.

The Base Year Flow for Temagami South Water Treatment Facility for the Initial Term is 54,630 m³ per year.

Part 2: Calculation of Flow Debit/Credit

A debit/credit amount equal to \$0.60 per m³ of water which is greater than/less than the applicable Base Year Flow for water treatment will be levied based on a significant change in flow (as per Part 1 above).

SCHEDULE H - Change Order Form

Ontario Clean Water Agency
Agence Ontarienne Des Eaux

Change Order Form

Change Being Requested			
Name of Change:			
Ontario Clean Water Agency (OCWA)	Per: _____ Name: _____ Title: _____	Date (YYYY/MM/DD):	
Client	Per: _____ Name: _____ Title: _____	Date (YYYY/MM/DD):	
Adjustment			
Check Appropriate Type of Change			
Apply (Y/N)	Type of Change:		
	Adjustment to Annual Price		
	Change to Service		
	Impact		
Adjustment to Annual Price			
Description – Attach Additional Documentation if Required			
Change in Services			
Description – Attach Additional Documentation if Required			
Cost Breakdown for Change in Services			
Item	Quantity	One-time Cost	Annual Cost
	Total Cost:		

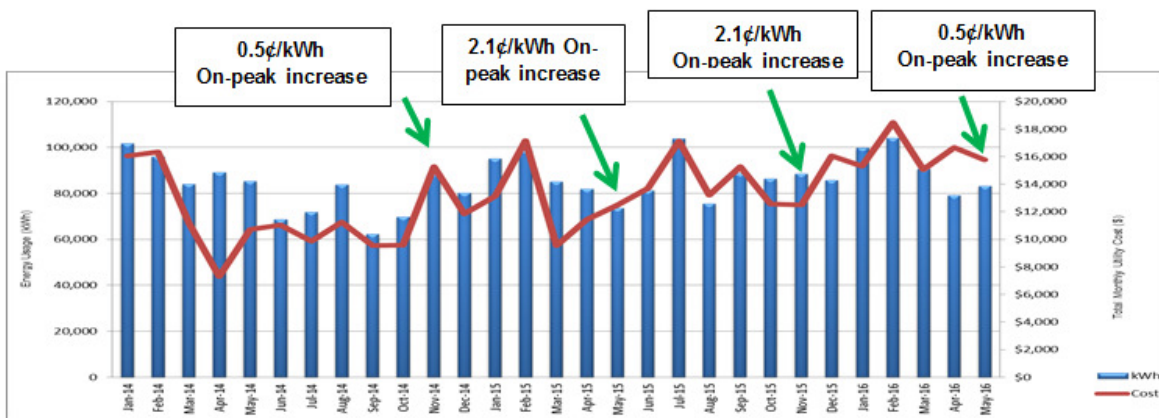
SCHEDULE I - Energy

OCWA will analyze the hydro bill information for electrical energy consumption and gas bills for natural gas consumption using available information such as energy and gas consumption charges, metered usage, adjusted usage, global adjustment, delivery, regulatory, debt retirement, demand, kW (kilowatts), kWh (kilowatt hours), kVA (kilovolt amperes), meter multipliers, adjustment factors, cubic meters etc.

OCWA will perform the following function with regards to hydro and gas bills using Hydro and Gas Bill Analysis template.

- load electricity and gas bills, record data
- verify costs, report information using graphical tools &
- assess/identify for new opportunities
- establish KPIs for internal and external benchmarking
-

OCWA will provide 3 quarterly that relating to energy consumption and projections for the next quarter and an year end annual report.



SCHEDULE J - Expenditure Request and Approval to Proceed

Northeastern Ontario Regional Hub

P.O. Box 513

1 Browning Street

HAILEYBURY ON

Phone: 705-672-5549

Fax: 705-672-2534

PART 1

Facility Name:			
Project Name:			
Project Number:		Estimated Project Start Date:	
Total Estimated Cost of the Project:	\$	Detailed Quote Attached:	<input type="checkbox"/> Yes <input type="checkbox"/> No

It is recognized that this is a budget estimate and the final price may vary. OCWA will provide additional justification where the final invoice price varies from the estimate by more than 10%

Type of Project:

- ☐ Maintenance Project
 ☐ Out of Scope Work
 ☐ Contingency
 ☐ Emergency
☐ Health & Safety

Description of Project or Expenditure:

--

Submission Prepared By:

Name (Print)	Signature	Date

Authorized Representative for the Municipality

PART 2**Approval to Proceed:**

- ☐ Approved
 ☐ Declined
 ☐ Deferred
 Reason if Declined or Deferred

--

The Ontario Clean Water Agency is authorized to proceed with the project/expenditure according to the description and cost estimate provided above. This may include but not limited to the hiring of sub-contractors, consulting firms, etc. as required. The Municipality agrees to pay OCWA the costs associated with this work upon its completion based on the terms of the Municipality's agreement with OCWA.

Approved By:

Name (Print)	Signature	Date

Authorized Representative for the Municipality

PART 3

OCWA Internal Use Only:			
Client PO / Project #:		Date:	
Project Start Date:		Project Completion Date:	
OCWA Invoice #		Date:	
OCWA Account Code:		OCWA Work Order #	

THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI

BY-LAW NO. 18-1412

Being a by-law to set the amounts for area-rated charges to be levied for municipal and environmental services for the year 2018.

WHEREAS under Section 391 of the Municipal Act, 2001, S.O., 2001, c.25, as amended, a municipality may pass by-laws imposing fees or charges on persons,

- (a) for services or activities provided or done by or on behalf of it;
- (b) for costs payable by it for services or activities provided or done by or on behalf of any other municipality or local board; and
- (c) for the use of its property including property under its control.

AND WHEREAS Council passed resolution 14-413 on the 28th day of August 2014, directing that that the Water/Sewer/Grinder Pump and Garbage Area Charges be dealt with in a separate by-law from the Annual User Fee By-law;

NOW THEREFORE the Council of the Corporation of the Municipality of Temagami hereby enacts as follows:

1. That the area-rated charges be set and adopted by Council as set out in Schedules "A" to "D", which are attached hereto and form part of this by-law;
2. That this By-law shall be cited as the "2018 Area-rated Charges By-law";
3. That the Clerk of the Municipality of Temagami 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 the final passing thereof;

BE TAKEN AS READ A FIRST time on this 26th day of July, 2018.

READ A SECOND AND THIRD time and finally passed this 26th day of July, 2018.

Mayor

Clerk

BY-LAW 18-1412

SCHEDULE "A"

**Water Charges
2018**

Base Rate - 2018 \$920.17
Base Rate - 2017 \$840.01

	Address	Name	Units	Amount
	Residential and Multi-residential		233.00	\$214,399.61
5	Bayview Lane	Tem NP Housing Ronnoco	10.00	\$9,201.70
11	Bayview Lane	Tem NP Housing Miniwassi	20.00	\$18,403.40
5-A	Bayview Lane	Au Chateau	1.00	\$920.17
4	Birch Crescent	O N Tel Inc	1.00	\$920.17
5	Harmony Avenue	Roman Catholic Episcopal	1.50	\$1,380.26
12	Hazel Circle	OPP (ORC B11580)	1.00	\$920.17
14	Hazel Circle	OPP (ORC B11581)	1.00	\$920.17
6692	Highway 11 North	Temagami Petro Canada	6.50	\$5,981.11
6703	Highway 11 North	Temagami Trucking	1.00	\$920.17
6706	Highway 11 North	Orient Garden	2.50	\$2,300.43
6708	Highway 11 North	One Stop	2.50	\$2,300.43
6710	Highway 11 North	Busy Bee Restaurant	1.00	\$920.17
6714	Highway 11 North	Mackfalls	1.00	\$920.17
6715	Highway 11 North	ONR Train Station	1.00	\$920.17
6716	Highway 11 North	Century 21	1.00	\$920.17
6718	Highway 11 North	Canada Post	1.85	\$1,702.31
6722	Highway 11 North	Grocery Store	2.85	\$2,622.48
6723	Highway 11 North	Northland Traders	1.85	\$1,702.31
6725	Highway 11 North	Grants Home Hardware	1.00	\$920.17
6729	Highway 11 North	Village Mews	2.00	\$1,840.34
6730	Highway 11 North	Bank of Nova Scotia	1.00	\$920.17
6736	Highway 11 North	Temagami Auto Clinic	1.00	\$920.17
6	Lakeshore Drive	Temagami Outfitting	1.00	\$920.17
7	Lakeshore Drive	Welcome Centre	6.00	\$5,521.02
11	Lakeshore Drive	Temagami Outfitting	2.00	\$1,840.34
25	Lakeshore Drive	Lakeland Airways	2.85	\$2,622.48
113	Lakeshore Drive	Leisure Island	4.00	\$3,680.68
28 - 32	Lakeshore Drive	OPP (ORC B10291)	1.00	\$920.17
44A	Lakeshore Drive	Temagami Canoe Company	1.00	\$920.17
46 - 48	Lakeshore Drive	Public Works	1.00	\$920.17
	Lakeshore Drive	Water Treatment Plant	1.00	\$920.17
17	O'Connor Drive	Medical Centre / FHT	3.00	\$2,760.51
2	Parkwood Lane	Peacock Woodcraft	0.50	\$460.09
11	Parkwood Lane	Royal Canadian Legion	1.00	\$920.17
11	School Road	School (Mun of Temagami)	5.00	\$4,600.85
100A	Spruce Drive	Arena	5.00	\$4,600.85
7	Stevens Road	Ambulance	2.00	\$1,840.34
15	Stevens Road	Burrows Marine	1.00	\$920.17
5 & 9	Stevens Road	Fire Hall	2.00	\$1,840.34
51A	Stevens Road	Northland Paradise	5.00	\$4,600.85
58 & 61B	Stevens Road	Temagami Boat Livery	1.50	\$1,380.26
61A	Stevens Road	Temagami Boat Livery	1.39	\$1,279.04
2	Sunset Crescent	Lisa Lassman	3.00	\$2,760.51
3	Wildflower Lane	LCBO	1.00	\$920.17
Total			347.79	\$320,025.94

BY-LAW 18-1412

SCHEDULE "A"

**Water Charges
2018**

Base Rate - 2018 \$891.42
Base Rate - 2017 \$840.01

	Address	Name	Units	Amount
	Residential and Multi-residential		233.00	\$207,700.86
5	Bayview Lane	Tem NP Housing Ronnoco	10.00	\$8,914.20
11	Bayview Lane	Tem NP Housing Miniwasssi	20.00	\$17,828.40
5-A	Bayview Lane	Au Chateau	1.00	\$891.42
4	Birch Crescent	O N Tel Inc	1.00	\$891.42
5	Harmony Avenue	Roman Catholic Episcopal	1.50	\$1,337.13
12	Hazel Circle	OPP (ORC B11580)	1.00	\$891.42
14	Hazel Circle	OPP (ORC B11581)	1.00	\$891.42
6692	Highway 11 North	Temagami Petro Canada	6.50	\$5,794.23
6703	Highway 11 North	Temagami Trucking	1.00	\$891.42
6706	Highway 11 North	Orient Garden	2.50	\$2,228.55
6708	Highway 11 North	One Stop	2.50	\$2,228.55
6710	Highway 11 North	Busy Bee Restaurant	1.00	\$891.42
6714	Highway 11 North	Mackfalls	1.00	\$891.42
6715	Highway 11 North	ONR Train Station	1.00	\$891.42
6716	Highway 11 North	Century 21	1.00	\$891.42
6718	Highway 11 North	Canada Post	1.85	\$1,649.13
6722	Highway 11 North	Grocery Store	2.85	\$2,540.55
6723	Highway 11 North	Northland Traders	1.85	\$1,649.13
6725	Highway 11 North	Grants Home Hardware	1.00	\$891.42
6729	Highway 11 North	Village Mews	2.00	\$1,782.84
6730	Highway 11 North	Bank of Nova Scotia	1.00	\$891.42
6736	Highway 11 North	Temagami Auto Clinic	1.00	\$891.42
6	Lakeshore Drive	Temagami Outfitting	1.00	\$891.42
7	Lakeshore Drive	Welcome Centre	6.00	\$5,348.52
11	Lakeshore Drive	Temagami Outfitting	2.00	\$1,782.84
25	Lakeshore Drive	Lakeland Airways	2.85	\$2,540.55
113	Lakeshore Drive	Leisure Island	4.00	\$3,565.68
28 - 32	Lakeshore Drive	OPP (ORC B10291)	1.00	\$891.42
44A	Lakeshore Drive	Temagami Canoe Company	1.00	\$891.42
46 - 48	Lakeshore Drive	Public Works	1.00	\$891.42
	Lakeshore Drive	Water Treatment Plant	1.00	\$891.42
17	O'Connor Drive	Medical Centre / FHT	3.00	\$2,674.26
2	Parkwood Lane	Peacock Woodcraft	0.50	\$445.71
11	Parkwood Lane	Royal Canadian Legion	1.00	\$891.42
11	School Road	School (Mun of Temagami)	5.00	\$4,457.10
100A	Spruce Drive	Arena	5.00	\$4,457.10
7	Stevens Road	Ambulance	2.00	\$1,782.84
15	Stevens Road	Burrows Marine	1.00	\$891.42
5 & 9	Stevens Road	Fire Hall	2.00	\$1,782.84
51A	Stevens Road	Northland Paradise	5.00	\$4,457.10
58 & 61B	Stevens Road	Temagami Boat Livery	1.50	\$1,337.13
61A	Stevens Road	Temagami Boat Livery	1.39	\$1,239.07
2	Sunset Crescent	Lisa Lassman	3.00	\$2,674.26
3	Wildflower Lane	LCBO	1.00	\$891.42
	Total		347.79	\$310,025.94

BY-LAW 18-1412

Schedule "B"

**Sewer Charges
2018**

Base Rate - 2018 \$282.69
Base Rate - 2017 \$274.50

	Address	Name	Units	Amount
	Residential and Multi-residential		239.00	\$67,562.91
5	Bayview Lane	Tem NP Housing Ronnoco	10.00	\$2,826.90
11	Bayview Lane	Tem NP Housing Miniwassi	20.00	\$5,653.80
5-A	Bayview Lane	Au Chateau	1.00	\$282.69
4	Birch Crescent	O N Tel Inc	1.00	\$282.69
24	Finlayson Park Road	Finlayson Park	14.00	\$3,957.66
5	Harmony Avenue	Roman Catholic Episcopal	2.30	\$650.19
12	Hazel Circle	OPP (ORC B11580)	1.00	\$282.69
14	Hazel Circle	OPP (ORC B11581)	1.00	\$282.69
6612	Highway 11 North	Temagami Shores	8.00	\$2,261.52
6692	Highway 11 North	Temagami Petro Canada	6.50	\$1,837.49
6703	Highway 11 North	Temagami Trucking	1.00	\$282.69
6706	Highway 11 North	Orient Garden	2.50	\$706.73
6708	Highway 11 North	One Stop	2.70	\$763.26
6710	Highway 11 North	Busy Bee Restaurant	1.00	\$282.69
6714	Highway 11 North	Mackfalls	1.00	\$282.69
6715	Highway 11 North	ONR Train Station	1.00	\$282.69
6716	Highway 11 North	Century 21	1.00	\$282.69
6718	Highway 11 North	Canada Post	1.85	\$522.98
6722	Highway 11 North	Grocery Store	2.85	\$805.67
6723	Highway 11 North	Northland Traders	1.85	\$522.98
6725	Highway 11 North	Grants Home Hardware	1.00	\$282.69
6729	Highway 11 North	Village Mews	2.00	\$565.38
6730	Highway 11 North	Bank of Nova Scotia	1.00	\$282.69
6731	Highway 11 North	B & D Chip Stand	1.00	\$282.69
6736	Highway 11 North	Temagami Auto Clinic	1.00	\$282.69
6	Lakeshore Drive	Temagami Outfitting	1.00	\$282.69
7	Lakeshore Drive	Welcome Centre	6.00	\$1,696.14
11	Lakeshore Drive	Temagami Outfitting	2.00	\$565.38
25	Lakeshore Drive	Lakeland Airways	2.85	\$805.67
113	Lakeshore Drive	Leisure Island	4.50	\$1,272.11
28 - 32	Lakeshore Drive	OPP (ORC B10291)	3.00	\$848.07
44A	Lakeshore Drive	Temagami Canoe Company	1.00	\$282.69
46 - 48	Lakeshore Drive	Public Works	1.00	\$282.69
	Lakeshore Drive	Water Treatment Plant	1.00	\$282.69
17	O'Connor Drive	Medical Centre / FHT	3.00	\$848.07
11	Parkwood Lane	Royal Canadian Legion	1.00	\$282.69
11	School Road	School (Mun of Temagami)	5.00	\$1,413.45
100A	Spruce Drive	Arena	5.00	\$1,413.45
7	Stevens Road	Ambulance	2.00	\$565.38
15	Stevens Road	Burrows Marine	1.00	\$282.69
5 & 9	Stevens Road	Fire Hall	2.00	\$565.38
51A	Stevens Road	Northland Paradise	5.00	\$1,413.45
58 & 61B	Stevens Road	Temagami Boat Livery	1.55	\$438.17
61A	Stevens Road	Temagami Boat Livery	1.00	\$282.69
2	Sunset Crescent	Lisa Lassman	3.00	\$848.07
11	Wildflower Avenue	Krygsman (Church)	1.00	\$282.69
3	Wildflower Lane	LCBO	1.00	\$282.69
	Total		380.45	\$107,549.44

**BY-LAW 18-1412
Schedule "C"**

**Grinder Charges
2018**

Base Rate - 2018 \$553.10
Base Rate - 2017 \$550.00

	Address	Name	Units	Amount
	Residential and Multi-residential		98.00	\$54,203.80
5	Bayview Lane	Tem NP Housing Ronnoco	2.00	\$1,106.20
11	Bayview Lane	Tem NP Housing Miniwassi	2.00	\$1,106.20
24	Finlayson Park Road	Finlayson Park	2.00	\$1,106.20
5	Harmony Avenue	Roman Catholic Episcopal	1.00	\$553.10
6612	Highway 11 North	Temagami Shores	2.00	\$1,106.20
6692	Highway 11 North	Temagami Petro Canada	2.00	\$1,106.20
6703	Highway 11 North	Temagami Trucking	1.00	\$553.10
6706	Highway 11 North	Orient Garden	1.00	\$553.10
6708	Highway 11 North	One Stop	1.00	\$553.10
6710	Highway 11 North	Busy Bee Restaurant	2.00	\$1,106.20
6714	Highway 11 North	Mackfalls	2.00	\$1,106.20
6715	Highway 11 North	ONR Train Station	1.00	\$553.10
6716	Highway 11 North	Century 21	0.50	\$276.55
6718	Highway 11 North	Canada Post	0.50	\$276.55
6722	Highway 11 North	Grocery Store	0.50	\$276.55
6723	Highway 11 North	Northland Traders	1.00	\$553.10
6725	Highway 11 North	Grants Home Hardware	1.00	\$553.10
6729	Highway 11 North	Village Mews	2.00	\$1,106.20
6730	Highway 11 North	Bank of Nova Scotia	1.00	\$553.10
6731	Highway 11 North	B & D Chip Stand	0.50	\$276.55
6736	Highway 11 North	Temagami Auto Clinic	1.00	\$553.10
6	Lakeshore Drive	Temagami Outfitting	1.00	\$553.10
7	Lakeshore Drive	Welcome Centre	3.00	\$1,659.30
25	Lakeshore Drive	Lakeland Airways	1.50	\$829.65
113	Lakeshore Drive	Leisure Island	1.50	\$829.65
28 - 32	Lakeshore Drive	OPP (ORC B10291)	1.00	\$553.10
46 - 48	Lakeshore Drive	Public Works	1.00	\$553.10
	Lakeshore Drive	Water Treatment Plant	1.00	\$553.10
17	O'Connor Drive	Medical Centre / FHT	1.00	\$553.10
11	Parkwood Lane	Royal Canadian Legion	0.50	\$276.55
11	School Road	School (Mun of Temagami)	2.00	\$1,106.20
7	Stevens Road	Ambulance	1.00	\$553.10
15	Stevens Road	Burrows Marine	1.00	\$553.10
5 & 9	Stevens Road	Fire Hall	1.00	\$553.10
51A	Stevens Road	Northland Paradise	2.00	\$1,106.20
58 & 61B	Stevens Road	Temagami Boat Livery	3.00	\$1,659.30
61A	Stevens Road	Temagami Boat Livery	2.00	\$1,106.20
2	Sunset Crescent	Lisa Lassman	1.00	\$553.10
11	Wildflower Avenue	Krygsman (Church)	1.00	\$553.10
3	Wildflower Lane	LCBO	1.00	\$553.10
	Total		151.50	\$83,794.65

BY-LAW 18-1412

Schedule "D"

**Garbage Pickup Charges
2018**

Base Rate - 2018 \$79.86
Base Rate - 2017 \$75.20

	Address	Name	Units	Amount
	Residential and Multi-residential		304.00	\$24,277.44
5	Bayview Lane	Tem NP Housing Ronnoco	10.00	\$798.60
11	Bayview Lane	Tem NP Housing Miniwassi	20.00	\$1,597.20
5-A	Bayview Lane	Au Chateau	2.00	\$159.72
4	Birch Crescent	O N Tel Inc	2.00	\$159.72
5	Harmony Avenue	Roman Catholic Episcopal	1.00	\$79.86
12	Hazel Circle	OPP (ORC B11580)	1.00	\$79.86
14	Hazel Circle	OPP (ORC B11581)	1.00	\$79.86
6612	Highway 11 North	Temagami Shores	2.00	\$159.72
6692	Highway 11 North	Temagami Petro Canada	8.00	\$638.88
6703	Highway 11 North	Temagami First Nation EDO	2.00	\$159.72
6706	Highway 11 North	Orient Garden	2.00	\$159.72
6708	Highway 11 North	One Stop	2.00	\$159.72
6710	Highway 11 North	Busy Bee Restaurant	2.00	\$159.72
6714	Highway 11 North	Spooner Building	2.00	\$159.72
6715	Highway 11 North	ONR Train Station	2.00	\$159.72
6716	Highway 11 North	Century 21	2.00	\$159.72
6718	Highway 11 North	Canada Post	2.00	\$159.72
6722	Highway 11 North	Grocery Store	4.00	\$319.44
6723	Highway 11 North	Northland Traders	2.00	\$159.72
6725	Highway 11 North	Grants Home Hardware	2.00	\$159.72
6729	Highway 11 North	Village Mews	2.00	\$159.72
6730	Highway 11 North	Bank of Nova Scotia	2.00	\$159.72
6731	Highway 11 North	B & D Chip Stand	2.00	\$159.72
6736	Highway 11 North	Temagami Auto Clinic	2.00	\$159.72
6	Lakeshore Drive	Temagami Outfitting	2.00	\$159.72
7	Lakeshore Drive	Welcome Centre	6.00	\$479.16
11	Lakeshore Drive	Temagami Outfitting	2.00	\$159.72
25	Lakeshore Drive	Lakeland Airways	2.00	\$159.72
113	Lakeshore Drive	Leisure Island	2.00	\$159.72
28 - 32	Lakeshore Drive	OPP (ORC B10291)	2.00	\$159.72
44A	Lakeshore Drive	Temagami Canoe Company	2.00	\$159.72
46 - 48	Lakeshore Drive	Public Works	2.00	\$159.72
	Lakeshore Drive	Water Treatment Plant	2.00	\$159.72
17	O'Connor Drive	Medical Centre / FHT	2.00	\$159.72
2	Parkwood Lane	Peacock Woodcraft	2.00	\$159.72
11	Parkwood Lane	Royal Canadian Legion	1.00	\$79.86
11	School Road	School (Mun of Temagami)	4.00	\$319.44
100A	Spruce Drive	Arena	5.00	\$399.30
7	Stevens Road	Ambulance	2.00	\$159.72
15	Stevens Road	Burrows Marine	2.00	\$159.72
5 & 9	Stevens Road	Fire Hall	2.00	\$159.72
51A	Stevens Road	Northland Paradise	2.00	\$159.72
58 & 61B	Stevens Road	Temagami Boat Livery	2.00	\$159.72
61A	Stevens Road	Temagami Boat Livery	1.00	\$79.86
2	Sunset Crescent	Lisa Lassman	3.00	\$239.58
52	Temagami Marine Road	Temagami Marine	4.00	\$319.44
11	Wildflower Avenue	Krygsman (Church)	1.00	\$79.86
3	Wildflower Lane	LCBO	2.00	\$159.72
85	Milne Sherman Received	Longshot	2.00	\$159.72
	Total		442.00	\$35,298.12

BY-LAW 18-1412

Schedule "D"

**Garbage Pickup Charges
2018**

Base Rate - 2018 \$80.78
Base Rate - 2017 \$75.20

	Address	Name	Units	Amount
	Residential and Multi-residential		304.00	\$24,557.12
5	Bayview Lane	Tem NP Housing Ronnoco	10.00	\$807.80
11	Bayview Lane	Tem NP Housing Miniwassi	20.00	\$1,615.60
5-A	Bayview Lane	Au Chateau	2.00	\$161.56
4	Birch Crescent	O N Tel Inc	2.00	\$161.56
5	Harmony Avenue	Roman Catholic Episcopal	2.00	\$161.56
12	Hazel Circle	OPP (ORC B11580)	1.00	\$80.78
14	Hazel Circle	OPP (ORC B11581)	1.00	\$80.78
6612	Highway 11 North	Temagami Shores	2.00	\$161.56
6692	Highway 11 North	Temagami Petro Canada	8.00	\$646.24
6703	Highway 11 North	Temagami First Nation EDO	2.00	\$161.56
6706	Highway 11 North	Orient Garden	2.00	\$161.56
6708	Highway 11 North	One Stop	2.00	\$161.56
6710	Highway 11 North	Busy Bee Restaurant	2.00	\$161.56
6714	Highway 11 North	Spooner Building	2.00	\$161.56
6715	Highway 11 North	ONR Train Station	2.00	\$161.56
6716	Highway 11 North	Century 21	2.00	\$161.56
6718	Highway 11 North	Canada Post	2.00	\$161.56
6722	Highway 11 North	Grocery Store	6.00	\$484.68
6723	Highway 11 North	Northland Traders	2.00	\$161.56
6725	Highway 11 North	Grants Home Hardware	2.00	\$161.56
6729	Highway 11 North	Village Mews	2.00	\$161.56
6730	Highway 11 North	Bank of Nova Scotia	2.00	\$161.56
6731	Highway 11 North	B & D Chip Stand	2.00	\$161.56
6736	Highway 11 North	Temagami Auto Clinic	2.00	\$161.56
6	Lakeshore Drive	Temagami Outfitting	2.00	\$161.56
7	Lakeshore Drive	Welcome Centre	2.00	\$161.56
11	Lakeshore Drive	Temagami Outfitting	2.00	\$161.56
25	Lakeshore Drive	Lakeland Airways	2.00	\$161.56
113	Lakeshore Drive	Leisure Island	2.00	\$161.56
28 - 32	Lakeshore Drive	OPP (ORC B10291)	2.00	\$161.56
44A	Lakeshore Drive	Temagami Canoe Company	2.00	\$161.56
46 - 48	Lakeshore Drive	Public Works	2.00	\$161.56
	Lakeshore Drive	Water Treatment Plant	2.00	\$161.56
17	O'Connor Drive	Medical Centre / FHT	2.00	\$161.56
2	Parkwood Lane	Peacock Woodcraft	2.00	\$161.56
11	Parkwood Lane	Royal Canadian Legion	2.00	\$161.56
11	School Road	School (Mun of Temagami)	2.00	\$161.56
100A	Spruce Drive	Arena	2.00	\$161.56
7	Stevens Road	Ambulance	2.00	\$161.56
15	Stevens Road	Burrows Marine	2.00	\$161.56
5 & 9	Stevens Road	Fire Hall	2.00	\$161.56
51A	Stevens Road	Northland Paradise	2.00	\$161.56
58 & 61B	Stevens Road	Temagami Boat Livery	2.00	\$161.56
61A	Stevens Road	Temagami Boat Livery	2.00	\$161.56
2	Sunset Crescent	Lisa Lassman	3.00	\$242.34
52	Temagami Marine Road	Temagami Marine	2.00	\$161.56
11	Wildflower Avenue	Krygsman (Church)	2.00	\$161.56
3	Wildflower Lane	LCBO	2.00	\$161.56
85	Milne Sherman Received	Longshot	2.00	\$161.56
	Total		437.00	\$35,300.86

Integrity Commissioner's Report

To Mayor and Council – The Corporation of the Municipality of Temagami

Date: Monday July 23, 2018

Complaint #: 2018-01

Request for Investigation – Code of Conduct for Members of Council – Schedule A to By-law 13-1138, Appendix B (Copy of signed affidavit attached to report)

Date: 11 April 2018

Name of Requester (Complainant): Jamie Koistinen

Name of member of Council or local board who is alleged to have contravened Code of Conduct: Councillor Ron Prefasi

Sections of Code Alleged to have been contravened: Not Specifically Stated

The Key Facts:

Stated "detailed in attached formal complaint 5 pages and attachments". A copy is attached to this report. The essence of the complaint is allegations by Ms. Koistinen of being "personally slighted by Councillor Prefasi's erroneous rant on his social media page". Ms. Koistinen advised the Integrity Commissioner she was referencing a posting on Councillor Prefasi's Facebook page "Temagami Ron Prefasi – Your Voice Matters", made on Saturday March 17, 2018. The opening statement prefacing this entry read, "The Municipality of Temagami is facing an emergency". This posting is pages 6 and 7 of Ms. Koistinen's complaint and the authenticity of this posting was confirmed by Councillor Prefasi.

Copies of Documents and Records Relevant to Requested Inquiry:

Attachments included:

1. Copy of letter allegedly posted on Councillor Ron Prefasi's Facebook site – "Temagami Ron Prefasi: Your Voice Matters"
2. Eleven pages downloaded from "Temagami Ron Prefasi: Your Voice Matters" – date 10/03/2018.
3. Temagami First Nation Community Bulletin RE: Ice Road Closure – Contractor Camp (date in bulletin – Tuesday March 20th)

**Copy of The Corporation of the Municipality of Temagami By-law No. 13-1138;
Schedule A to By-law 13-1138, Appendix A – Confidentiality Agreement and Appendix
B – for of Affidavit – attached to this report.**

The Integrity Commissioner advised the parties that this inquiry would be restricted to the Code of Conduct and would not consider allegations of violations of the Human Rights Code, the Charter of Rights and Freedoms (Canada), allegations of violations of the Conflict of Interest Act, any other laws or of the Municipality's Procedural By-law.

For Reference: Section 3 of the Code of Conduct – Purpose

The Purpose section in the Code of Conduct states that "The Code of Conduct for Members of Council and related Policies identify the Municipality's expectations of Members and establishes guidelines for appropriate conduct to ensure that:

- The decision-making process of the Council is transparent, accessible and equitable.
- Independent, impartial decision-making considers the best interests of the entire Municipality as envisioned in the Oath of Office;
- Communications are open, honest, consistent, respectful, consultative and inclusive;
- Private interests, real or perceived, are kept separate from public responsibilities;
- Respect and support for others, including other Council members, members of municipal staff and members of the public, is maintained.

Allegation of Violation Deemed to be of Section 3 of the Code of Conduct – Purpose

Councillor Prefasi told the Integrity Commissioner he had no knowledge that his comment about "treating taxpayers more harshly than we treat non-taxpayers" in his pdf letter attached to his Facebook page "Temagami Ron Prefasi – Your Voice Matters", made on Saturday March 17, 2018, could reference members of a First Nation.

Councillor Prefasi told the Integrity Commissioner that he has never heard of anyone referencing First Nation members as non-taxpayers. Just prior to this phrase in this letter, Councillor Prefasi stated that "It's about whether we turn a blind eye to the actions of one segment of the area's population that is using the infrastructure in the municipality without cost."

Councillor Prefasi indicated he posted an apology to Temagami First Nations members on his Facebook page and sent an apology to each member of the Temagami First Nation Council and their Chief but that he did not send a letter of apology or apologize directly to Ms. Koistinen who is the complainant.

Assessment:

Councillor Prefasi's comments about "treating taxpayers more harshly than we treat non-taxpayers" and "It's about whether we turn a blind eye to the actions of one segment of the area's population that is using the infrastructure in the municipality without cost", were reasonably interpreted Ms. Koistinen as referencing members of a First Nation.

Councillor Prefasi's comment about "treating taxpayers more harshly than we treat non-taxpayers" was interpreted by Ms. Koistinen as referencing members of a First Nation.

Councillor Prefasi made no comments or references directly to Ms. Koistinen on his Facebook page "Temagami Ron Prefasi – Your Voice Matters" on Saturday March 17, 2018 and no comments or references directly to Ms. Koistinen in the pdf attachment "The Municipality of Temagami is facing an emergency".

Violation of Code of Conduct

Councillor Prefasi violated the Code of Conduct by indirectly disrespecting Ms. Koistinen by his remarks in his Facebook posting "Temagami Ron Prefasi – Your Voice Matters" on Saturday March 17, 2018 and in the pdf letter attached to the posting "The Municipality of Temagami is facing an emergency".

For Reference: Section 4.3 of the Code of Conduct – Representation

The Representation section in the Code of Conduct states that "No member other than the Mayor shall purport to speak on behalf of Council unless he or she is authorized by the Council to do so. A Member may express disagreement with a decision of the Council, but shall make it clear that he or she is expressing a personal opinion and/or the opinion of one or more of his or her constituents."

Allegation of Violation Deemed to be of Section 4.3 of the Code of Conduct – Representation

Councillor Prefasi is of the opinion that his Facebook page is "not Councillor Prefasi's social media page" but is a personal social media page. The opening statement prefacing the entry read, "Wearing my councillor's hat this morning". This remark was followed by, "Three large oversized trailers are scheduled to use the Access Road sometime this week to get to the TFN's ice road. The Municipality was made aware of this through a post on my Facebook page. Public Works correspondence with the TFN's Capital Projects Manager regarding the necessity of obtaining Municipal permits for oversized loads has gone unanswered, so it prompted me to send the attached letter to our Mayor and Council outlining my concerns and the necessity for a meeting with the TFN to discuss the parameters required for moving large loads such as this and to resolve the

issues amicably. This is a clear indication of why I believe the present Memorandum of Understanding between the TFN and the Municipality is not working effectively.” The pdf attachment was titled, “The Municipality of Temagami is facing an emergency”.

Assessment:

Councillor Prefasi confirmed to the Integrity Commissioner that the opening statement prefacing his entry on his Facebook page “Temagami Ron Prefasi – Your Voice Matters” read, “Wearing my councillor’s hat this morning.

Councillor Prefasi told the Integrity Commissioner that it was unfortunate that he posted this letter. He advised the Integrity Commissioner that his posting was his “perspective as a Councillor”.

Councillor Prefasi stated his letter was originally intended and sent to the Mayor and Council outlining his concerns and the necessity for a meeting with the Temagami First Nation to discuss the parameters required for moving large loads and to resolve the issues amicably. Councillor Prefasi stated he posted this letter as a means to pressure Council to do something about safety.

Ms. Koistinen interpreted Councillor Prefasi’s remarks as being related to his role as a Councillor and not as a private citizen.

Councillor Prefasi made no statement on his social media page “Temagami Ron Prefasi – Your Voice Matters” or in the pdf letter attached to this posting on Saturday March 17, 2018, that he was expressing disagreement with a decision of the Council.

Councillor Prefasi made no comment on his social media page “Temagami Ron Prefasi – Your Voice Matters” or in the pdf letter attached to this posting on Saturday March 17, 2018, that he was expressing a personal opinion.

Violation of Code of Conduct

Councillor Prefasi violated the Code of Conduct by posting comments on his Facebook page “Temagami Ron Prefasi – Your Voice Matters” that reasonably could have been interpreted as speaking on behalf of Council.

This report is submitted by: **Antoinette Blunt MPA, CHRL, CHRE, FHRPA**

Appointed by resolution at the Municipality of Temagami Council Meeting on Tuesday June 19, 2018 as follows:

MOVED BY: B. Koski

SECONDED BY: C. Lowery

BE IT RESOLVED THAT Council receive correspondence from Jamie Koistinen of the Temagami First Nation regarding a Code of Conduct complaint regarding Councillor Prefasi's Facebook posts;

AND FURTHER THAT Council exercise its authority under section 223 of the Municipal Act 2001, as amended (the Act) to appoint an Integrity Commissioner who would be responsible for performing an independent investigation and reporting back to Council;

AND FURTHER THAT Council hereby appoints Antoinette Blunt as the Integrity Commissioner to perform the investigation on this matter.

Integrity Commissioner's Report

To Mayor and Council – The Corporation of the Municipality of Temagami

Date: Monday July 23, 2018

Complaint #: 2018-02

Request for Investigation – Code of Conduct for Members of Council – Schedule A to By-law 13-1138, Appendix B (Copy of signed affidavit attached to report)

Date: 18 June 2018

Name of Requester (Complainant): Councillor Ron Prefasi

Name of member of Council or local board who is alleged to have contravened Code of Conduct: Councillor/Deputy Mayor Brian Koski

Sections of Code Alleged to have been contravened: Sections 1, 2, 3, 4.1, 4.2, and 4.4

The Key Facts:

Councillor Prefasi attached a letter to his Affidavit dated Saturday June 16, 2018. The first incident Councillor Prefasi has noted is that the "Deputy Mayor of Temagami, Brian Koski, has contravened the above noted sections and the key facts that lead me to that belief are as evidenced in the April 17, 2018 Committee of the Whole meeting audio recording and that the Deputy Mayor's comments during that meeting. I was in attendance at that meeting."

The second incident Councillor Prefasi has noted is a contravention of the sections of the Code of Conduct noted above and the "key facts that lead me to that belief are as evidenced in the June 11, 2018 Special Meeting of Council audio recording.

In the letter of Saturday June 16, 2018, Councillor Prefasi provides a number of statements of additional examples of allegations of violations of the Code of Conduct. Appendix 1 to Councillor Prefasi's letter is his notes of statements made during the April 17, 2018 Committee of the Whole Meeting relating to a Temagami First Nation resolution regarding the Code of Conduct complaint filed against Councillor Prefasi.

Copies of Documents and Records Relevant to Requested Inquiry:

There were no other documents or records provided.

Copy of The Corporation of the Municipality of Temagami By-law No. 13-1138; Schedule A to By-law 13-1138, Appendix A – Confidentiality Agreement and Appendix B – for of Affidavit – attached to this report.

The Integrity Commissioner advised the parties that this inquiry would be restricted to the Code of Conduct and would not consider allegations of violations of the Human Rights Code, the Charter of Rights and Freedoms (Canada), allegations of violations of the Conflict of Interest Act, any other laws or of the Municipality's Procedural By-law.

For Reference: Section 3 of the Code of Conduct – Purpose

The Purpose section in the Code of Conduct states that "The Code of Conduct for Members of Council and related Policies identify the Municipality's expectations of Members and establishes guidelines for appropriate conduct to ensure that:

- The decision-making process of the Council is transparent, accessible and equitable.
- Independent, impartial decision-making considers the best interests of the entire Municipality as envisioned in the Oath of Office;
- Communications are open, honest, consistent, respectful, consultative and inclusive;
- Private interests, real or perceived, are kept separate from public responsibilities;
- Respect and support for others, including other Council members, members of municipal staff and members of the public, is maintained.

Allegation of Violation Deemed to be of Section 3 of the Code of Conduct – Purpose

Councillor Prefasi stated that at a Special Council Meeting on June 11, 2018, Part 2 after the Closed Session, Councillor Koski asked a question of a candidate that he identified as Debby Burrows. While Councillor Prefasi stated that audio recording of this meeting was not posted at the time he submitted his complaint, it was subsequently posted.

At this Special Council Meeting on June 11, 2018, Part 2 after the Closed Session, Councillor Koski asked," Can we ask some questions of former Councillor Burrows?"¹.

Mayor Hunter responded that she would need "unanimous consent from Council"² to do that and that Debby Burrows would have to agree to answer questions.

¹ Reference Audio Recording: Special Council Meeting on June 11, 2018, Part 2 after the Closed Session

² Reference Audio Recording: Special Council Meeting on June 11, 2018, Part 2 after the Closed Session

With consent and Ms. Burrows agreement, Councillor Koski asked, “We have a delayed Code of Conduct against a Councillor. What is your position on that?”³ Ms. Burrows asked Councillor Koski if he was “speaking of the one that’s been formed by a taxpayer/ratepayer”⁴ to which Councillor Koski responded “Yes; a ratepayer and an employee in the employment of Bear Island as well; Temagami First Nation.”⁵ Councillor Prefasi stated he believed this “was undue influence and abuse of power as Deputy Mayor.”⁶

Councillor Koski told the Integrity Commissioner that he had attempted to contact Debby Burrows by phone and she would not answer his calls and that when he told Councillor Prefasi of this, Debby Burrows called him “immediately afterwards”.

Ms. Burrows told the Integrity Commissioner that in the telephone conversation she had with Councillor Koski prior to the Special Council Meeting on June 11, 2018, Part 2 after the Closed Session, Councillor Koski asked her if she would “support bringing in an Integrity Commissioner regarding a Code of Conduct complaint”. Ms. Burrows told the Integrity Commissioner that she “already knew it was about Ron Prefasi.”

Assessment:

At the Special Council Meeting on June 11, 2018, Part 2 after the Closed Session, Councillor Koski asked Debby Burrow’s her opinion about the Code of Conduct complaint filed by Ms. J. Koistinen against Councillor Ron Prefasi.

Violation of Section 3 of the Code of Conduct – Purpose

Councillor Koski violated Section 3 of the Code of Conduct – Purpose by failing to ensure that “The decision-making process of the Council is transparent, accessible and equitable”.

Councillor Koski violated Section 3 of the Code of Conduct – Purpose by failing to ensure “Independent, impartial decision-making considers the best interests of the entire Municipality as envisioned in the Oath of Office.”

For Reference: Section 5.4 Allegations of a Serious Nature

For reasonable allegations of infractions of a serious nature, the CAO shall bring the matter to the Mayor and Council. Council shall give the Member the opportunity to respond to the allegation. Then Council shall decide whether or not to exercise its

³ Reference Audio Recording: Special Council Meeting on June 11, 2018, Part 2 after the Closed Session

⁴ Reference Audio Recording: Special Council Meeting on June 11, 2018, Part 2 after the Closed Session

⁵ Reference Audio Recording: Special Council Meeting on June 11, 2018, Part 2 after the Closed Session

⁶ Reference Audio Recording: Special Council Meeting on June 11, 2018, Part 2 after the Closed Session

authority under Section 223 of the Municipal Act 2001, as amended (the Act) to appoint an Integrity Commissioner who would be responsible for performing an independent investigation and reporting back to Council. Consideration of whether or not to appoint an Integrity Commissioner to investigate the allegations shall be done in an open council meeting when the matters discussed deal only with the conduct of the member in the course of his or her professional duties as a member of Council and do not fall within the exceptions to the open meeting requirements. In completing his or her investigation and reporting to Council, the Integrity Commissioner shall have the powers and duties, including the duty of confidentiality, as set out in the Act.

Allegation of Violation Deemed to be of Section 5.4 Allegations of a Serious Nature

The process for proceeding with a complaint as outlined in Schedule A to By-law 13-1138 is vague. However, in section 5.4, it does state that “Council shall give the Member the opportunity to respond to the allegation”, but no specific time frame is stated.

With respect to the Council in Committee of the Whole Meeting on Tuesday April 17, 2018, various Councillors gave their opinion as to the process of proceeding with dealing with the complaint filed by Ms. J. Koistinen. Councillor O’Mara stated that in fairness, and as part of the process, Councillor Prefasi should be “given some time”⁷ and an “opportunity to respond”⁸ to the complaint filed by Ms. J. Koistinen. Councillor O’Mara also stated that he did not know if Councillor Prefasi was in a position to respond tonight.

Mayor Hunter stated that she assumed “this was the time”⁹ but if Council felt differently she wanted to hear about it. Mayor Hunter stated she and the Clerk decided this was “an important decision and she was going to “support going to an Integrity Commissioner”¹⁰. Councillor Harding stated that Council should not “rush into a decision at this time” and that it had not “been a week”¹¹, referencing the time since the complaint had been received.

At the Council in Committee of the Whole Meeting on Tuesday April 17, 2018, Councillor Koski stated that we (Council) “need to go to a third party which is the Integrity Commissioner” and “we need to go right now”¹².

Councillor Koski told the Integrity Commissioner he “wanted to go to the Integrity Commissioner.”

⁷ Reference Audio Recording: Council in Committee of the Whole Meeting on Tuesday April 17, 2018

⁸ Reference Audio Recording: Council in Committee of the Whole Meeting on Tuesday April 17, 2018

⁹ Reference Audio Recording: Council in Committee of the Whole Meeting on Tuesday April 17, 2018

¹⁰ Reference Audio Recording: Council in Committee of the Whole Meeting on Tuesday April 17, 2018

¹¹ Reference Audio Recording: Council in Committee of the Whole Meeting on Tuesday April 17, 2018

¹² Reference Audio Recording: Council in Committee of the Whole Meeting on Tuesday April 17, 2018

Councillor Prefasi told the Integrity Commissioner that he believed Councillor Koski was “pre-judging” his “guilt” by saying “take it to the Integrity Commissioner right now”.

Assessment:

Councillor Koski should have known and considered, that according to the Code of Conduct in section 5.4, it does state that “Council shall give the Member the opportunity to respond to the allegation” and this had not occurred.

Violation of Section 5.4 Allegations of a Serious Nature

Councillor Koski violated the Code of Conduct in section 5.4, Allegations of a Serious Nature, by recommending the appointment of an Integrity Commissioner prior to Councillor Prefasi being given an opportunity to respond to the allegations in the complaint submitted by Ms. J. Koistinen.

This report is submitted by: **Antoinette Blunt MPA, CHRL, CHRE, FHRPA**

Appointed by resolution at the Municipality of Temagami Council Meeting on June 28, 2018 Part 2 of 2.

MOVED BY R. Prefasi

SECONDED BY J. Harding

WHEREAS three separate Code of Conduct complaints have been received against members of Council;

AND WHEREAS in the Clerk’s absence no one can assess the merits of these complaints;

THEREFORE BE IT RESOLVED THAT these complaints be received by Council and dealt with as per the requirements of Temagami’s Code of Conduct By-law

AND FURTHER THAT these complaints be forwarded on to the Integrity Commissioner appointed at the last meeting.

Integrity Commissioner's Report

To Mayor and Council – The Corporation of the Municipality of Temagami

Date: Monday July 23, 2018

Complaint #: 2018-02

Request for Investigation – Code of Conduct for Members of Council – Schedule A to By-law 13-1138, Appendix B (Copy of signed affidavit attached to report)

Date: 18 June 2018

Name of Requester (Complainant): Councillor Ron Prefasi

Name of member of Council or local board who is alleged to have contravened Code of Conduct: Councillor Carol Lowery

Sections of Code Alleged to have been contravened: Sections 1, 2, 3, 4.1, 4.2, and 4.4

The Key Facts:

Councillor Prefasi attached a letter to his Affidavit dated Saturday June 16, 2018. The first incident Councillor Prefasi has noted is that "Temagami Councillor, Carol Lowery, has contravened the above noted sections and the key facts that lead me to that belief are as evidenced in the April 17, 2018 Committee of the Whole meeting audio recording and Councillor Lowery's comments during that meeting. I was in attendance at that meeting."

In the letter of Saturday June 16, 2018, Councillor Prefasi provides a number of statements of additional examples of allegations of violations of the Code of Conduct. Appendix 1 to Councillor Prefasi's letter is his notes of statements made during the April 17, 2018 Committee of the Whole Meeting relating to a Temagami First Nation resolution regarding the Code of Conduct complaint filed against Councillor Prefasi.

The second incident Councillor Prefasi has noted is a previous incident outlining contravention of the above noted sections and the "key facts that lead me to that belief are as evidenced in the emails of September 6, 2017 that are included in this document.

In the letter of Saturday June 16, 2018, Councillor Prefasi provides a number of statements of additional examples of allegations of violations of the Code of Conduct regarding Councillor Lowery's conduct and remarks made at a Special Council Meeting on September 6th, 2017.

Copies of Documents and Records Relevant to Requested Inquiry:

There were no other documents or records provided.

Copy of The Corporation of the Municipality of Temagami By-law No. 13-1138; Schedule A to By-law 13-1138, Appendix A – Confidentiality Agreement and Appendix B – for of Affidavit – attached to this report.

The Integrity Commissioner advised the parties that this inquiry would be restricted to the Code of Conduct and would not consider allegations of violations of the Human Rights Code, the Charter of Rights and Freedoms (Canada), allegations of violations of the Conflict of Interest Act, any other laws or of the Municipality's Procedural By-law.

For Reference: Section 3 of the Code of Conduct – Purpose

The Purpose section in the Code of Conduct states that "The Code of Conduct for Members of Council and related Policies identify the Municipality's expectations of Members and establishes guidelines for appropriate conduct to ensure that:

- The decision-making process of the Council is transparent, accessible and equitable.
- Independent, impartial decision-making considers the best interests of the entire Municipality as envisioned in the Oath of Office;
- Communications are open, honest, consistent, respectful, consultative and inclusive;
- Private interests, real or perceived, are kept separate from public responsibilities;
- Respect and support for others, including other Council members, members of municipal staff and members of the public, is maintained.

Allegation of Violation Deemed to be of Section 3 of the Code of Conduct – Purpose

With respect to the Special Council Meeting on September 6, 2017, Councillor Prefasi confirmed the meeting he was referencing was the meeting at 4:30 pm that was adjourned due to lack of quorum.

Councillor Prefasi told the Integrity Commissioner that his wife was present and after the adjournment, Councillor Lowery and one other Councillor, made remarks that he found to be "very disparaging, tasteless and crude remarks" about his "bodily functions" and that these remarks made his spouse, Suzanne Prefasi "very uncomfortable.

Councillor Prefasi stated he emailed Councillor Lowery and this other Councillor asking for an apology and did not receive a response from Councillor Lowery but that he did from the other Councillor and he accepted that apology.

Councillor Lowery told the Integrity Commissioner that there was another Special Council Meeting on September 6, 2017, from 10:30 until 3:36 pm and that Councillor Prefasi was “there all day” and that she “assumed he was in the building.”

Councillor Lowery told the Integrity Commissioner that when another Councillor suggested Councillor Prefasi was in the washroom, that she replied “are you saying Councillor Prefasi is full of shit.” Councillor Lowery told the Integrity Commissioner that her comment was “probably inappropriate” and that “it was not nice”.

Councillor Lowery told the Integrity Commissioner that she did not apologize to Councillor Prefasi because she was “annoyed” and that she “thought I’ll apologize to you when you apologize to us for making us wait.”

Councillor Lowery told the Integrity Commissioner that she made the statement “are you saying Councillor Prefasi is full of shit”, at the Special Council Meeting on September 6, 2017. Councillor Lowery’s statement was inappropriate and disrespectful.

Violation of Section 3 of the Code of Conduct – Purpose

Councillor Lowery violated Section 3 of the Code of Conduct – Purpose, on September 6, 2017 by making a remark about Councillor Prefasi that was disrespectful.

For Reference: Section 5.4 Allegations of a Serious Nature

For reasonable allegations of infractions of a serious nature, the CAO shall bring the matter to the Mayor and Council. Council shall give the Member the opportunity to respond to the allegation. Then Council shall decide whether or not to exercise its authority under Section 223 of the Municipal Act 2001, as amended (the Act) to appoint an Integrity Commissioner who would be responsible for performing an independent investigation and reporting back to Council. Consideration of whether or not to appoint an Integrity Commissioner to investigate the allegations shall be done in an open council meeting when the matters discussed deal only with the conduct of the member in the course of his or her professional duties as a member of Council and do not fall within the exceptions to the open meeting requirements. In completing his or her investigation and reporting to Council, the Integrity Commissioner shall have the powers and duties, including the duty of confidentiality, as set out in the Act.

Allegation of Violation Deemed to be of Section 5.4 Allegations of a Serious Nature

The process for proceeding with a complaint as outlined in Schedule A to By-law 13-1138 is vague. However, in section 5.4, it does state that "Council shall give the Member the opportunity to respond to the allegation", but no specific time frame is stated.

With respect to the Council in Committee of the Whole Meeting on Tuesday April 17, 2018, Councillor Prefasi told the Integrity Commissioner that he believed Councillor Lowery "should have been more professional" and that she had "no idea of the substance of the complaint" and that her "actions were not impartial" and not "fair" and "not complying with the Code", referencing remarks made related to whether or not the complaint from Ms. Jamie Koistinen should be the subject of an investigation by an Integrity Commissioner.

Councillor Prefasi told the Integrity Commissioner that at that point he had not had his procedural questions answered or been given an opportunity to speak to the allegations.

At the Council in Committee of the Whole Meeting on Tuesday April 17, 2018, Councillor Lowery stated "it is an important enough matter that we have to do what has been asked and take it to the Integrity Commissioner and have Councillor Prefasi have a third person's viewpoint on it. I think that's where I feel comfortable."

Councillor Lowery told the Integrity Commissioner that she agreed to "bring in an Integrity Commissioner" because the complaint was from an employee of Temagami First Nation and as such she believed it was "crucial for a third party" to investigate.

Councillor Lowery told the Integrity Commissioner that Councillor Prefasi knew the complaint was "on the agenda" and that "he should have been prepared" and he "could have said he was in the process of speaking to someone or a lawyer and he wanted this deferred to the next meeting."

Assessment:

Councillor Lowery should have known and considered, that according to the Code of Conduct in section 5.4, it does state that "Council shall give the Member the opportunity to respond to the allegation" and this had not occurred.

Violation Deemed to be of Section 5.4 Allegations of a Serious Nature

Councillor Lowery violated the Code of Conduct in section 5.4, by recommending the appointment of an Integrity Commissioner prior to Councillor Prefasi being given an opportunity to respond to the allegations in the complaint submitted by Ms. J. Koistinen.

This report is submitted by: **Antoinette Blunt MPA, CHRL, CHRE, FHRPA**
Appointed by resolution at the Municipality of Temagami Council Meeting on June 28,
2018 Part 2 of 2.

MOVED BY R. Prefasi

SECONDED BY J. Harding

WHEREAS three separate Code of Conduct complaints have been received against
members of Council;

AND WHEREAS in the Clerk's absence no one can assess the merits of these complaints;

THEREFORE BE IT RESOLVED THAT these complaints be received by Council and dealt
with as per the requirements of Temagami's Code of Conduct By-law

AND FURTHER THAT these complaints be forwarded on to the Integrity Commissioner
appointed at the last meeting.

Integrity Commissioner's Report

To Mayor and Council – The Corporation of the Municipality of Temagami

Date: Monday July 23, 2018

Complaint #: 2018-02

Request for Investigation – Code of Conduct for Members of Council – Schedule A to By-law 13-1138, Appendix B (Copy of signed affidavit attached to report)

Date: 18 June 2018 of Requester (Complainant): Councillor Ron Prefasi

Name of member of Council or local board who is alleged to have contravened Code of Conduct: Mayor Lorie Hunter

Sections of Code Alleged to have been contravened: Sections 1, 2, 3, 4.1, 4.2, 4.4 and 4.7.

The Key Facts:

Councillor Prefasi attached a letter to his Affidavit dated Saturday June 9, 2018. Councillor Prefasi has noted is that the "Mayor of Temagami, Lorie Hunter, has contravened the above noted sections and the key facts that lead me to that belief are as evidenced in the April 17, 2018 Committee of the Whole meeting audio recording and that the Mayor's actions prior to that meeting and after that meeting."

In the letter of Saturday June 9, 2018, Councillor Prefasi provides a number of "examples of the background and conduct of the Mayor."

Copies of Documents and Records Relevant to Requested Inquiry:

There were no other documents or records provided.

Copy of The Corporation of the Municipality of Temagami By-law No. 13-1138; Schedule A to By-law 13-1138, Appendix A – Confidentiality Agreement and Appendix B – for of Affidavit – attached to this report.

The Integrity Commissioner advised the parties that this inquiry would be restricted to the Code of Conduct and would not consider allegations of violations of the Human

Rights Code, the Charter of Rights and Freedoms (Canada), allegations of violations of the Conflict of Interest Act, any other laws or of the Municipality's Procedural By-law.

For Reference: Section 3 of the Code of Conduct – Purpose

The Purpose section in the Code of Conduct states that "The Code of Conduct for Members of Council and related Policies identify the Municipality's expectations of Members and establishes guidelines for appropriate conduct to ensure that:

- The decision-making process of the Council is transparent, accessible and equitable.
- Independent, impartial decision-making considers the best interests of the entire Municipality as envisioned in the Oath of Office;
- Communications are open, honest, consistent, respectful, consultative and inclusive;
- Private interests, real or perceived, are kept separate from public responsibilities;
- Respect and support for others, including other Council members, members of municipal staff and members of the public, is maintained.

Allegation of Violation Deemed to be of Section 3 of the Code of Conduct – Purpose

Councillor Prefasi told the Integrity Commissioner that Mayor Hunter did not contact him prior to him receiving the email from the Clerk on Thursday April 12, 2018 and that he received no direction or information with respect to the process or given any indication of when he would be provided an opportunity to respond to the complaint.

Mayor Hunter told the Integrity Commissioner that that she did not speak to Councillor Prefasi about the Code of Conduct complaint filed by Ms. J. Koistinen prior to the complaint being posted on the Municipality's website on Friday April 13, 2018 or prior to the Council in Committee of the Whole Meeting on Tuesday April 17, 2018.

Assessment:

It is reasonable that once a complaint has been received, the respondent to the complaint, Councillor Prefasi, should have been contacted by Mayor Hunter prior to the complaint being posted on the Municipality's website on Friday April 13, 2018.

Violation of Section 3 of the Code of Conduct – Purpose

Mayor Hunter violated the Code of Conduct – Purpose, by not respecting Councillor Prefasi and communicating with him about the complaint prior to the complaint being posted on the Municipality's website on Friday April 13, 2018.

For Reference: Section 5.3 Allegations of a Minor Nature

For reasonable allegations of infractions of a minor nature, the Chief Administrative Officer shall advise the Mayor and together they shall investigate the matter, including receiving comments from the member about whom the complaint was made. If recommendations regarding the Members' conduct are determined to be warranted, the Mayor shall make said recommendations to the Member, in accordance with the role of Head of Council as prescribed in the Municipal Act. After recommendations are given to the Member, or if no action is warranted, the Mayor and/or CAO shall also advise Council and the complainant(s) of the outcome.

If the complaint is in regard to the Mayor, or if the Mayor is unavailable to act on the complaint within a reasonable amount of time, the Deputy-Mayor shall act in place of the Mayor.

Allegation of Violation Deemed to be of Section 5.3 Allegations of a Minor Nature

Councillor Prefasi received the Code of Conduct complaint filed by Ms. J. Koistinen from the Clerk/Acting CAO by email on Thursday April 12, 2018. Councillor Prefasi indicated there was no direction or information included in this email.

Mayor Hunter told the Integrity Commissioner that it was her role and that of the Clerk, to determine if the complaint was of a serious nature and that she felt the issue was of a serious nature. Mayor Hunter confirmed the determination was made by herself and the Clerk.

Mayor Hunter told the Integrity Commissioner that that she did not speak to Councillor Prefasi about the Code of Conduct complaint filed by Ms. J. Koistinen prior to the complaint being posted on the Municipality's website on Friday April 13, 2018 or prior to the Council in Committee of the Whole Meeting on Tuesday April 17, 2018.

Assessment:

The process for proceeding with a complaint as outlined in Schedule A to By-law 13-1138 is vague. Mayor Hunter told the Integrity Commissioner that there are no written definitions of what constitutes an allegation of a minor nature or one of a serious nature.

It is reasonable that once a complaint has been received, the respondent to the complaint, Councillor Prefasi, should have been advised of the process and why the complaint was determined to be of a serious nature, at the time a copy of the complaint was provided to him.

Section 5.3 does confirm the Chief Administrative Officer together with the Mayor shall investigate the matter to determine if it is of a minor nature. However, it also states this process includes “receiving comments from the member about whom the complaint was made”. It is reasonable that the Mayor should have, as part of an initial assessment, sought out comments from Councillor Prefasi regarding the Code of Conduct complaint filed by Ms. J. Koistinen.

Violation of Section 5.3 Allegations of a Minor Nature

Mayor Hunter violated the Code of Conduct Schedule A to By-law 13-1138, section 5.3 by making a determination the allegations were of a serious nature without seeking out comments from Councillor Prefasi regarding the Code of Conduct complaint filed by Ms. J. Koistinen and without advising him of the process.

For Reference: Section 5.4 Allegations of a Serious Nature

For reasonable allegations of infractions of a serious nature, the CAO shall bring the matter to the Mayor and Council. Council shall give the Member the opportunity to respond to the allegation. Then Council shall decide whether or not to exercise its authority under Section 223 of the Municipal Act 2001, as amended (the Act) to appoint an Integrity Commissioner who would be responsible for performing an independent investigation and reporting back to Council. Consideration of whether or not to appoint an Integrity Commissioner to investigate the allegations shall be done in an open council meeting when the matters discussed deal only with the conduct of the member in the course of his or her professional duties as a member of Council and do not fall within the exceptions to the open meeting requirements. In completing his or her investigation and reporting to Council, the Integrity Commissioner shall have the powers and duties, including the duty of confidentiality, as set out in the Act.

Allegation of Violation Deemed to be of Section 5.4 Allegations of a Serious Nature

At the Council in Committee of the Whole Meeting on Tuesday April 17, 2018, Ms. J. Koistinen was allowed to speak to her complaint and during her presentation, Ms. J. Koistinen asked Council to appoint an Integrity Commissioner to investigate her complaint. This occurred prior to Councillor Prefasi providing any comments about this complaint. Mayor Hunter told the Integrity Commissioner she allowed members of the public to speak, one being the complainant, because it was “an important issue”.

At the Council in Committee of the Whole Meeting on Tuesday April 17, 2018, various Councillors spoke to the process. Councillor O’Mara stated that in fairness, and as part of the process, Councillor Prefasi should be “given some time”¹ and an “opportunity to

¹ Reference Audio Recording: Council in Committee of the Whole Meeting on Tuesday April 17, 2018

respond”² to the complaint filed by Ms. J. Koistinen. Councillor O’Mara also stated that he did not know if Councillor Prefasi was in a position to respond tonight.

Mayor Hunter stated that she assumed “this was the time”³ but if Council felt differently she wanted to hear about it. Mayor Hunter stated she and the Clerk decided this was “an important decision”⁴ and she was going to “support going to an Integrity Commissioner”.⁵

Councillor Koski stated that Council should be going to an Integrity Commissioner “right now”⁶.

Councillor Harding stated that Council should not “rush into a decision at this time”⁷ and that it had “not been a week”⁸, referencing the time since the complaint had been received.

Councillor O’Mara asked if there was an option of “a way for discussion”⁹, or “getting both sides together”¹⁰ or for a “facilitator”¹¹, instead of appointing an Integrity Commissioner.

Mayor Hunter then commented that this matter was “important enough that when we go back into Council session we should pass a motion to move to an Integrity Commissioner and I’m hoping that we do that.”¹² Mayor Hunter then asked if Council was in support and Councillor Harding stated he would be “looking to defer it”¹³ until Councillor Prefasi got “legal advice”¹⁴ and also that “this was not much time for him to react.”¹⁵

Assessment:

The process for proceeding with a complaint as outlined in Schedule A to By-law 13-1138 is vague. However, in section 5.4, it does state that “Council shall give the Member the opportunity to respond to the allegation”, but no specific time frame is stated.

² Reference Audio Recording: Council in Committee of the Whole Meeting on Tuesday April 17, 2018

³ Reference Audio Recording: Council in Committee of the Whole Meeting on Tuesday April 17, 2018

⁴ Reference Audio Recording: Council in Committee of the Whole Meeting on Tuesday April 17, 2018

⁵ Reference Audio Recording: Council in Committee of the Whole Meeting on Tuesday April 17, 2018

⁶ Reference Audio Recording: Council in Committee of the Whole Meeting on Tuesday April 17, 2018

⁷ Reference Audio Recording: Council in Committee of the Whole Meeting on Tuesday April 17, 2018

⁸ Reference Audio Recording: Council in Committee of the Whole Meeting on Tuesday April 17, 2018

⁹ Reference Audio Recording: Council in Committee of the Whole Meeting on Tuesday April 17, 2018

¹⁰ Reference Audio Recording: Council in Committee of the Whole Meeting on Tuesday April 17, 2018

¹¹ Reference Audio Recording: Council in Committee of the Whole Meeting on Tuesday April 17, 2018

¹² Reference Audio Recording: Council in Committee of the Whole Meeting on Tuesday April 17, 2018

¹³ Reference Audio Recording: Council in Committee of the Whole Meeting on Tuesday April 17, 2018

¹⁴ Reference Audio Recording: Council in Committee of the Whole Meeting on Tuesday April 17, 2018

¹⁵ Reference Audio Recording: Council in Committee of the Whole Meeting on Tuesday April 17, 2018

Mayor Hunter told the Integrity Commissioner that this complaint was a matter that she considered important and this is why she allowed members of the public, one being the complainant, to speak at the meeting. It is reasonable that Mayor Hunter should have provided Councillor Prefasi adequate time to prepare a response to this complaint and a period of one week is not considered to be a reasonable period of time for a respondent to prepare responses.

Mayor Hunter told the Integrity Commissioner that she did not speak to Councillor Prefasi about the Code of Conduct complaint filed by Ms. J. Koistinen prior to the complaint being posted on the Municipality's website on Friday April 13, 2018 or prior to the Council in Committee of the Whole Meeting on Tuesday April 17, 2018. Mayor Hunter told the Integrity Commissioner she did not speak to Councillor Prefasi because "no where in the Code of Conduct does it allow for this." It is reasonable that Mayor Hunter should have spoken to Councillor Prefasi at the time the complaint was provided to him and seek his input as to the time he required to provide his response to the allegations.

Despite not being specifically mentioned in the Code of Conduct, Council could have considered mediation or other options as a means to resolve the complaint but there were no discussions about other options.

Violation of Section 5.4 Allegations of a Serious Nature

Mayor Hunter violated the Code of Conduct Schedule A to By-law 13-1138, section 5.4 by not providing Councillor Prefasi a reasonable period of time to respond to the allegations in the complaint filed by Ms. J. Koistinen.

This report is submitted by: **Antoinette Blunt MPA, CHRL, CHRE, FHRPA**

Appointed by resolution at the Municipality of Temagami Council Meeting on June 28, 2018 Part 2 of 2.

MOVED BY R. Prefasi

SECONDED BY J. Harding

WHEREAS three separate Code of Conduct complaints have been received against members of Council;

AND WHEREAS in the Clerk's absence no one can assess the merits of these complaints;

THEREFORE BE IT RESOLVED THAT these complaints be received by Council and dealt with as per the requirements of Temagami's Code of Conduct By-law

AND FURTHER THAT these complaints be forwarded on to the Integrity Commissioner appointed at the last meeting.

MEMORANDUM

TO: Mayor and Council, Municipality of Temagami
Craig Davidson, Administrator/Treasurer, Municipality of Temagami

FROM: Antoinette Blunt MPA, CHRL, CHRE, FHRPA
President, Ironside Consulting Services Inc.

DATE: Monday July 23, 2018

SUBJECT: **Recommendations to Improve Operations of Council**

Background:

Recently, I assisted the Council of the Municipality of Temagami by providing services in the role of Integrity Commissioner related to a number of complaints. As a result of my involvement a number of areas for potential improvements were identified and the purpose of this memorandum is to provide recommendations to Council. I have read that the Vision for Temagami Council adopted in 2013 is a healthy community which balances quality of life, growth of its businesses and quality of its world class natural environment. I believe that achieving your vision requires an effective and strong governing body. I believe the recommendations will be of value to you and to your incoming Council this fall, in achieving this goal.

Achieving Excellence in Governance:

It is critical for an effective organization that both administrative and governing leaders understand their roles and responsibilities. As a previous Chair of a provincial association, I underwent training in governance from the Institute on Governance (IOG), that helped me understand and differentiate between administrative responsibilities and governance responsibilities and helped improve my functioning in governance roles. I highly recommend IOG as an organization to consider for governance training for your Council and senior staff. "Founded in 1990, the Institute on Governance (IOG) is an independent, Canada-based, not-for-profit public interest institution with its head office in Ottawa and an office in Toronto. Over the past 25 years, the IOG has advanced better understanding and practice of good governance in Canada, with federal,

provincial, municipal and Indigenous governments, not-for-profit organizations, and in 35 other countries including most recently projects in Iraq, China and Botswana.”

Risk Management:

Risk management is the identification, evaluation, and prioritization of risks (defined in ISO 31000 as *the effect of uncertainty on objectives*) followed by coordinated and economical application of resources to minimize, monitor, and control the probability or impact of unfortunate events^[1] or to maximize the realization of opportunities. Risk management’s objective is to assure uncertainty not deflect the endeavor from the business goals.

It is in the best interests of the municipality to effectively manage information transmission and sharing and to ensure an effective means of transmitting and storing confidential information. One important consideration is ensuring the right tools are in place to allow for electronic transmission and storage of information separate from a person’s personal information. As such, the Municipality should consider assigning municipal email addresses for all Council members and require that all Council business be transmitted using only the municipal email address. In addition, all members of Council should be assigned either lap top computers or I-pads for the storage of Council business. There should be a requirement that Council must only store Council business on their assigned lap top computer or I-pad.

Use of Social Media:

In today’s society, the use of social media to provide the public with information can be both beneficial and problematic. It would be prudent for the Municipality to seek out Social Media Use policies from other municipalities and to consider developing a Social Media policy. The Association of Municipalities Ontario offers some social media webinars that Council and staff may wish to consider. Two upcoming webinars are:

1. September 12, 2018 – Getting the Most out of Facebook
2. October 10, 2018 – Managing Trolls, Negative Comments, Really Angry People.

For more information: <https://www.amo.on.ca/Training/SocialMedia>

Understanding What Constitutes Conflict of Interest

I have heard varying opinions as to what may constitute a conflict of interest. While your current Code of Conduct does define in section 4.5. “Conflict of Interest – Pecuniary Interest”, it is clear that it is “the responsibility of each Member, not staff, to determine whether they have a conflict or pecuniary interest with respect to matters arising before Council.” Given each person must make such a determination themselves, it would be prudent for the Municipality to consider arranging for training in this area. The Ontario

Municipal Leadership Institute offers customized training. While these programs are geared for staff, it may be beneficial to consider a joint training session for staff and Council.

A question was also posed as to whether or not an Integrity Commissioner should investigate allegations of violations of Conflict of Interest. I have downloaded “A Guide to Municipal Accountability, Transparency and Confidentiality in Ontario, April 2016”. A copy is provided with this report. It is noted in this guide on page 8, that “Potential penalties for contravention of the Act include removal from office. The courts decide whether or not a contravention of the Act has taken place.” As such, an inquiry or investigation into allegations of violations of the Municipal Conflict of Interest Act would be beyond the jurisdiction of an Integrity Commissioner.

For more information: <https://omli.ca/training/>

A book that may be beneficial for Councillors is titled Ontario’s Municipal Conflict of Interest Act. The summary states it is “A practical handbook to the municipal conflict of interest law in Ontario. Includes chapters on identifying conflicts of interest; exceptions; statutory duties of members; court proceedings; practical/legal strategies; a quick checklist of “Things You Need to Know”; Appendix A – List of Cases; and Appendix B – Municipal Conflict of Interest Act. Short case summaries tell you what the courts decided in various situations – and why.” The Cost is \$29.95

For more information: <https://www.municipalworld.com/product/ontario-s-municipal-conflict-of-interest-act-a-handbook-item-0050/>

Code of Conduct:

The Municipality’s Code of Conduct is outdated and lacks sufficient protocols to effectively guide conduct. In addition, there are significant legislative changes pending under the Municipal Act which will impact the Code of Conduct and the role of an Integrity Commissioner. These changes come into effect on March 1, 2019. It is my understanding that the Municipality is currently considering a draft. I am attaching the Code of Conduct and appendices from the City of Sault Ste. Marie. These are also available on their website.

Other Professional Development Recommendations:

How to Communicate, Relate and Work with Difficult People and People You Do Not Like

Whether it be a Board, a committee, a volunteer role or an elected position such as Council, people coming together in any of these means all bring varying perspectives and goals; some of which are in sync with others and some that are vastly diverse. It is in

diversity that I believe the best decisions arise from. Diverse opinions provide an opportunity for everyone to expand their knowledge and understanding of others. I believe that effectively debating diverse opinions will inevitably lead to better decisions.

The challenge in dealing with diverse opinions is that they may come from people you do not necessarily like as individuals. People are different and not everybody will like everyone they meet in life. That is understandable and acceptable. What is critical, however, is knowing how to communicate, relate and work effectively with all kinds of people, including those you do not necessarily like. What is critical is that no matter how you feel about another person is that in communicating, relating and working with them, you do so with the utmost respect.

Gaining skills in effective communications, relationship management and dealing with difficult people and people you do not like is an area of professional development that is recommended.

Some links have been provided to relevant articles that may assist you in this area.

For more information:

<https://www.lifehack.org/294859/how-smart-people-deal-with-people-they-dont-like>

<https://www.psychologytoday.com/ca/blog/living-the-questions/201503/20-expert-tactics-dealing-difficult-people>

<https://www.scienceofpeople.com/difficult-people/>

Handling Public Complaints and Conflict Resolution:

The Ontario Training Network also provides on site training/workshops including Handling Public Complaints and Conflict Resolution in the Workplace, that may be of value to the Municipality.

On the website it states that in the workshop Handling Public Complaints “Participants will learn to build on their natural styles, improve their communication skills and enhance the image of your organization. The root cause of complaints will be established so they can be dealt with quickly and effectively.”

For the workshop called Conflict Resolution in the Workplace it states “Conflict exists everywhere. Having people who have the skills and are comfortable to deal with conflict in a timely and effective manner are key for any organization. This workshop provides an opportunity for people to examine their own conflict style, understand the benefits to dealing with issues early and provide concrete skills using an easy to follow model.”

For more information: <https://ontariotraining.net/for-municipalities/>

Scent or Fragrance-Free Environment:

The issue of people wearing scents was brought to my attention. Most organizations today have Scent Free or Fragrance-Free Policies given the preponderance of people with allergies. The Municipality may wish to consider adding such a policy to the Human Resources Policies as well as to protocols for Councillors and any members of the public wishing to attend at meetings. I have provided a sample that the Municipality may wish to adapt and adopt.

NOTE: Source: <http://saultstemarie.ca/City-Hall/City-Council/Code-of-Conduct.aspx>

Subject: Code of Conduct (Council and Local Boards)
Service Area: Mayor and Council
Source: By-law 2017-242
Date: 11 December 2017

Purpose:

A written Code of Conduct for Council and local boards help to ensure that the members of Council, advisory committees, and local boards of the municipality (as defined in the *Municipal Act*) share a common basis for acceptable conduct. This Code is designed to provide a reference guide and a supplement to the legislative parameters within which the members must operate. These standards should enhance public confidence that Sault Ste. Marie's elected and appointed representatives operate from a base of integrity, justice and courtesy. The key principles underlining the Code of Conduct are:

- a. All members shall serve and be seen to serve their constituents in a conscientious and diligent manner;
- b. Members should be committed to performing their functions with integrity and to avoiding the improper use of the influence of their office, and conflicts of interest, both real and apparent;
- c. Members are expected to perform their duties in office in a manner that promotes public confidence and will bear close public scrutiny;
- d. Members shall seek to serve the public interest by upholding both the letter and the spirit of the laws and policies established by the Federal Parliament, Ontario Legislature and City Council.

Municipal Council members hold positions of privilege; therefore, they must discharge their duties in a manner that recognizes a fundamental commitment to the wellbeing of the community and regard for the integrity of the Corporation. The purpose of the Code of Conduct is to: protect the public interest; encourage high ethical standards among members of Sault Ste. Marie City Council and local boards; provide a universal understanding of the fundamental rights, privileges, and obligations of members of Sault Ste. Marie City Council and local boards; provide a means for members of Sault Ste. Marie City Council and local boards to obtain information on some contemplated conduct in circumstances where they are uncertain as to the ethical appropriateness of that conduct.

Applications:

This policy shall apply to all members of Sault Ste. Marie City Council and members of local boards as defined in section 223.1 of the *Municipal Act*.

Definitions:

“Members” includes the Mayor and members of Sault Ste. Marie City Council and members of local boards as defined in section 223.1 of the *Municipal Act*.

“Confidential Information” includes:

- a. Any information in the possession of, or received in confidence by the City, that the City is prohibited from disclosing, or has decided to refuse to disclose, under the *Municipal Freedom of Information and Protection of Privacy Act* or any other law;
- b. Information of a corporate, commercial, scientific or technical nature received in confidence from third parties (personal information; information that is subject to solicitor-client privilege; information that concerns any confidential matters pertaining to personnel, labour relations, litigation, property acquisition, security of property of the municipality; any other information lawfully determined by the Council or the local board to be confidential or required to remain or be kept confidential by legislation or order;
- c. A matter, the substance of a matter, and information pertaining to a matter, that has been debated or discussed at a meeting closed to the public, unless the matter is subsequently discussed in open Council or it is authorized to be released by Council/local board or otherwise by law;
- d. Reports of consultants, draft documents and internal communications which, if disclosed, may prejudice the reputation of the City, its officers and employees, or its effective operation;
- e. Information concerning litigation, negotiation or personnel matters;
- f. Information the publication of which may infringe on the rights of any person (e.g. source of a complaint where the identity of a complainant is given in confidence)

“Integrity Commissioner” means the person appointed by by-law in accordance with section 223.3 of the *Municipal Act, 2001* and who is responsible for performing in an independent manner the functions assigned by the municipality with respect to the application of the Code of Conduct for members of Council and local boards.

Gifts and Benefits:

No member shall accept a fee, advance, gift or personal benefit that is connected directly or indirectly with the performance of his / her duties of office, unless permitted by the exceptions listed below. For these purposes, a fee or advance paid to, or a gift or benefit provided with the member’s knowledge to, a member’s spouse, child or parent or to a member’s staff that is connected directly or indirectly to the performance of the member’s duties is deemed to be a gift to that member. The following are recognized as exceptions:

- a. compensation authorized by by-law;

- b. such gifts or benefits that normally accompany the responsibilities of office and are received as an incident of protocol or social obligation;
- c. a political contribution otherwise reported by law;
- d. services provided without compensation by persons volunteering their time;
- e. a suitable memento of a function honouring the member;
- f. food, lodging, transportation and entertainment provided by provincial, regional and local governments or political subdivisions of them, by the Federal government or by a foreign country;
- g. food and beverages consumed at banquets, receptions or similar events, if:
 - attendance is in keeping with his or her representative role; and
 - the value is reasonable; and
 - attendance at events sponsored by the same entity is infrequent.
- h. communication to the offices of a member, including subscriptions to newspapers and periodicals.

In the case of categories (b) (e) (f) (g) and (h), if the value of the gift or benefit exceeds \$300, or if the total value received from any one source during the course of a calendar year exceeds \$300, the member shall within 30 days of receipt of the gift or reaching the annual limit, file a disclosure statement with the City Clerk. The disclosure statement must indicate:

- a. the nature of the gift or benefit;
- b. its source and date of receipt;
- c. the circumstances under which it was given or received;
- d. its estimated value;
- e. what the recipient intends to do with the gift; and,
- f. whether any gift will at any point be left with the City.

Disclosure statements will be a matter of public record.

Except in the case of category (f), a member may not accept a gift or benefit worth in excess of \$500 or gifts or benefits from one source during a calendar year worth in excess of \$500. No member shall seek or obtain by reason of his / her office any personal privilege or advantage with respect to City services not otherwise available to the general public and not consequent to his or her official duties.

Confidentiality

No member shall disclose, release, or publish by any means to any person or to the public any confidential information acquired by virtue of his or her office in any form, except when required or authorized by Council or otherwise by law to do so. No member shall use confidential information for personal or private gain or benefit, or for the personal or private gain or benefit of any other person or body.

Use of City Property

No member shall, for personal purposes or profit, permit the use of any City property, equipment, services, or supplies other than for purposes connected with:

- a. the discharge of City duties; or
- b. associated community activities of which Council has been advised

unless such use is permitted by one of the following exceptions:

- a. reasonable and incidental personal use of office space, equipment such as computers, fax machines, cell phones, etc., where the City incurs no additional costs relating to such use, and the use is of limited duration and frequency.
- b. use of City property and facilities where such use is universally known to be available to other residents upon request and on equal terms.

No member shall obtain financial gain from the use of City-developed intellectual property, computer programs, technological innovations or other patentable items, while an elected official or thereafter. All such property remains the exclusive property of the City of Sault Ste. Marie.

No member shall use information gained in the execution of his or her duties that is not available to the general public for any purposes other than his or her official duties.

Work of a Political or Personal Nature

Members are required to follow the provisions of the *Municipal Elections Act, 1996*. No member shall use the facilities, equipment, supplies, services or other resources of the City (including Councillor newsletters and websites linked through the City's website) for any election campaign or campaign-related activities. No member shall undertake campaign-related activities in any City facility for the purpose of seeking the support of City employees working in that facility. No member shall use the services of persons for his or her election campaign purposes during the working hours for which those persons receive compensation from the City.

No member shall use City facilities, services or property for his or her personal or business use.

No member shall use the services of persons for his or her personal or personal business use during the working hours for which those persons receive compensation from the City.

Conduct Respecting Current and Prospective Employment

No member shall allow the prospect of his / her future employment by a person or entity to detrimentally affect the performance of his / her duties to the City.

Business Relations

No member shall act as a paid agent before Council, its committees, or an agency, board or commission of the City. A member shall not refer a third party to a person, partnership, or corporation in exchange for payment or other personal benefit.

Conduct

As a representative of the City, every member has the duty and responsibility to treat members of the public, one another and staff appropriately and without abuse, bullying or intimidation, and to ensure that the municipal work environment is free from discrimination and harassment. A member shall not use indecent, abusive, or insulting words or expressions toward any other member, any member of staff or any member of the public. A member shall not speak or communicate in a manner that is discriminatory to any individual based on that person's race ancestry, place of origin, creed, gender, sexual orientation, age colour, marital status or disability.

Influence on Staff

Only Council as a whole has the authority to approve budget, policy, committee processes and other such matters. Members shall be respectful of the fact that staff work for the City as a body corporate and are charged with making recommendations that reflect their professional expertise and corporate perspective, without undue influence from any individual member or group of members. Accordingly, no member shall maliciously or falsely injure the professional or ethical reputation, or the prospects or practice of staff, and all members shall show respect for the professional capacities of City staff.

Council directs the business of the City and passes by-laws or resolutions, as appropriate, for decisions adopted by Council. Council has delegated responsibility to the Chief Administrative Officer (CAO) for the administration of the affairs of the City in accordance with decisions adopted by Council. This means that under the direction of the CAO, staff have the responsibility and the authority to provide consultation, advice and direction to Council and to implement Council approved policy. Accordingly, staff establish the appropriate administrative policies, systems, structures and internal controls to implement the goals and objectives of Council and manage implementation within the resources at their disposal. Council should expect a high quality of advice from staff based on political neutrality and objectivity irrespective of party politics, the loyalties of persons in power, or their personal opinions. No member shall compel any staff member to engage in activities that are contrary to the directions of Council or the policies of the municipality.

No member shall compel staff to engage in partisan political activities or be subjected to threats or discrimination for refusing to engage in such activities; nor shall any member use, or attempt to use, their authority or influence for the purpose of intimidating,

threatening, coercing, commanding, or influencing any staff member with the intent of interfering with that person's duties, including the duty to disclose improper activity.

Improper Use of Influence

No member of Council shall use the influence of her or his office for any purpose other than for the exercise of her or his official duties.

Examples of prohibited conduct are the use of one's status as a member of Council to improperly influence the decision of another person to the private advantage of oneself, or one's immediate relatives, staff members, friends, or associates, business or otherwise. This would include attempts to secure preferential treatment beyond activities in which members normally engage on behalf of their constituents as part of their official duties. Also prohibited is the holding out of the prospect or promise of future advantage through a member's supposed influence within Council in return for present actions or inaction.

For the purposes of this provision "private advantage" does not include a matter:

- a. that is of general application;
- b. that affects a member of Council, his / her immediate relatives, staff members, friends, or associates, business or otherwise as one of a broad class of persons;
or
- c. that concerns the remuneration or benefits of a member of Council.

Members should not advocate on behalf of any person at a hearing of an adjudicative board and should not contact any member of such a board regarding any application before it.

Complaints Alleging Violation of This Code

Where an elector or a person acting demonstrably in the public interest has reasonable grounds to believe that a member has breached this Code, a complaint may be submitted to the Clerk's Department in the prescribed form which will be forwarded to the City's Integrity Commissioner who will process it in accordance with the Complaint Protocol attached hereto as Appendix "A".

Appendix "A" – Complaint Protocol

Appendix "B" – Request for Investigation

Appendix "C" – Request for Advice

Appendix “A”

Complaint Protocol for Code of Conduct (Council and Local Boards)

Application:

This process applies to members of Sault Ste. Marie City Council and its local boards as defined in section 223.1 of the *Municipal Act* (members).

Integrity Commissioner

The City of Sault Ste. Marie Integrity Commissioner shall be responsible for the provision of services as established by Council which will include the following:

1. To provide written and oral advice to members and City staff concerning the interpretation of and compliance with the Code of Conduct for Council and Local Boards governing the ethical behaviour of the members (the “Code”);
2. To provide Council and its local boards with specific and general opinions and advice on the interpretation of the Code, including revisions thereto;
3. To conduct inquiries into a request made by Council, a local board, a member, a member of City staff or any person demonstrably acting in the public interest into whether a member has contravened any application provision of the Code;
4. To attempt to settle any complaint between the complainant and the member before commencing an inquiry.

Procedure for Making a Complaint

Informal Complaints

Any individual who identifies or witnesses behaviour or activity by a member of Council that appears to be in contravention of the Code of Conduct for Council and Local Boards may address the prohibited behaviour or activity themselves in the following manner:

1. advise the member in writing that the behaviour or activity appears to contravene the Code of Conduct identifying the specific provision of the Code of Conduct that is alleged to have been contravened;
2. encourage the member to acknowledge and agree to stop the prohibited behaviour or activity and to avoid future occurrences of the prohibited behaviour or activity;
3. document the incident(s) including dates, times, locations, other persons present and any other relevant information, including steps taken to resolve the matter;
4. if applicable, confirm to the member satisfaction with the response of the member; or, if applicable, advise the member of dissatisfaction with the response; and
5. if applicable, consider the need to pursue the matter in accordance with the formal complaint procedure.

Individuals are encouraged to pursue this informal complaint procedure as the first means of remedying behaviour or an activity that they believe violates the Code of Conduct; however, the informal process is not a precondition or a prerequisite to pursuing the formal complaint procedure.

Formal Complaints

1. All complaints or requests for inquiries shall be submitted to the City Clerk's Department and sworn before a commissioner of oaths in the form provided in Appendix "B" and the Clerk shall forthwith forward the complaint to the Integrity Commissioner.
2. All complaints or requests for inquiries must clearly state:
 - a. The member to whom the complaint relates
 - b. The nature of the alleged contravention
 - c. The specific provision(s) of the Code allegedly contravened;
 - d. Names of any witnesses to the alleged contravention; and
 - e. Written material in support of the alleged contravention.
3. Upon receipt of a complaint or request for inquiry, the Integrity Commissioner shall first determine if it is within his/her jurisdiction and whether there is a procedure under other legislation or City policy to deal with the complaint. If it is determined that other procedures apply, the Integrity Commissioner shall refer the complainant to the appropriate person or agency to follow that process. This would include such matters as:
 - a. The grievance provisions of a collective agreement;
 - b. The complaint provisions under the *Ontario Human Rights Code*;
 - c. A complaint of alleged criminal activity;
 - d. Procedures under the *Municipal Act*, the *Municipal Conflict of Interest Act* or the *Municipal Elections Act*;
 - e. The complaint provisions of the *Workplace Violence and Harassment Prevention Policy*.

Where it has been determined that a complaint should be dealt with under one of the above processes, it will no longer be considered or dealt with by the Integrity Commission and the time limits within the above processes will apply accordingly.

4. Upon receipt of a complaint or request to conduct an inquiry within his/her jurisdiction the Integrity Commissioner will deliver a preliminary information report to an open meeting of Council including the following:
 - a. The opinion of the Commissioner as to whether the inquiry is appropriate and whether it can be conducted within the law applicable to such an inquiry;
 - b. An indication as to whether it is the Commissioner's intention to conduct the inquiry under sections 33 and 34 of the *Public Inquiries Act*;
 - c. A preliminary indication of the members of staff and/or consultations needed to assist the Commissioner;

- d. An estimated cost of the inquiry;
 - e. The estimated time required to complete the inquiry and prepare a final report;
 - f. Where appropriate, the Commissioner may recommend that the alleged infraction be reported to the police and that the inquiry be suspended until the police investigation is completed.
5. If the Integrity Commissioner is of the opinion that the referral of a matter to him or her is frivolous, vexatious or not made in good faith or that there are no grounds or insufficient grounds for an inquiry, the Integrity Commissioner shall not conduct an inquiry and shall state the reasons for not doing so in the preliminary report.

Procedure for Obtaining Advice

Where a member or employee is seeking to obtain advice from the Integrity Commissioner he/she shall submit to the City Clerk the completed form provided (Appendix "C").

All advice of the Integrity Commissioner to members or employees shall be confirmed in writing. No solicitor/client relationship will exist in the giving of such advice.

Where the Integrity Commissioner learns of a violation through the request for advice from any member, he or she is required to report such a violation to Council.

The Integrity Commissioner may decline to give advice if he/she determines that it will put him/her in conflict with his/her duty to Council as a whole.

Confidentiality

The Integrity Commissioner shall carry out all inquiries in a manner which will ensure that the individual to whom the complaint relates is treated fairly and all complaints shall be treated as confidential to the extent possible and in accordance with the *Municipal Act*.

All records of investigations shall be kept confidential and access limited to those in the City with a need to know for the purposes of conducting a full investigation.

Intake Procedures

Upon receipt of a complaint involving a member other than the Mayor, the Clerk shall immediately advise the Mayor and the Chief Administrative Officer (CAO).

Upon receipt of a complaint involving the Mayor, the Clerk shall immediately advise the CAO and the individual who was acting mayor at the time of the allegation who is authorized to act in the place of the Mayor.

The Integrity Commissioner may attempt to settle any complaint. Except where otherwise required by the *Public Inquiries Act*, the Commissioner shall provide a copy of the complaint and supporting material to the member with a request for a written response to the allegation within ten days and provide a copy of such response to the complainant with a request for a written response also within ten days.

Investigations

After the presentation of the information report to Council, the Integrity Commissioner shall take all steps necessary to promptly investigate the complaint within his or her jurisdiction, including entering any City office for such purpose and consultation with City staff with access to all information and records described in subsections 3 and 4 of section 223.4 of the *Municipal Act* and may retain independent professional services if required.

The Integrity Commissioner shall make every effort to complete an investigation within 30 days.

If the Integrity Commissioner requires more than 30 days to complete an investigation, the following shall be notified accordingly:

1. The complainant;
2. The individual to whom the complaint relates
3. The Mayor in the case of a complaint concerning another member; or the individual who was acting mayor at the time of the allegation in the case of a complaint concerning the Mayor.

A complaint involving an alleged contravention that has already been thoroughly investigated will not be re-investigated unless new evidence is presented.

Reporting the Results of an Investigation

The Integrity Commissioner shall report his/her findings to an open meeting of Council. Where the inquiry relates to a local board the report will be submitted both to Council and to the local board.

If the Integrity Commissioner determines that there has been no contravention of the Code of Conduct or that a contravention occurred although the member took all reasonable measures to prevent it, or that a contravention occurred that was trivial or committed through inadvertence or an error of judgement made in good faith, the Integrity Commissioner shall so state in the report and shall recommend that no penalty be imposed.

The Commissioner shall give a copy of the final report to the complainant and the member whose conduct is concerned 15 days prior to the Council meeting at which it will be considered.

At the time of the Integrity Commissioner's report to Council the identity of the person who is the subject of the complaint shall not be treated as confidential information if the Integrity Commissioner finds that a breach has occurred.

Actions by Council

In reviewing the final report Council will determine whether it will impose any of the following penalties on a member if the Integrity Commissioner reports that it is his/her opinion that the member has contravened the Code:

1. Issue a motion of reprimand;
2. Suspension of the remuneration paid to the member in respect of his or her services as a member for a period of up to 90 days;
3. Request the member involved to return any gift or benefit received in contravention of the Code of Conduct;
4. Request the member involved to repay the value of the benefit;
5. Remove the member from committee or local board appointments;
6. Request an apology; or
7. Withhold confidential materials/matters for a period of time.

All reports to Council by the Integrity Commissioner on the investigation of complaints are public documents.

The Integrity Commissioner shall be responsible for ensuring the above procedures are followed with respect to requests for inquiries and for conducting investigations. City Council shall be responsible for determining penalties where appropriate.

Protection from Retaliation

Any employee who files a complaint of a contravention of the Code of Conduct will not be subjected to any form of penalty or reprisal provided the complaint is made in good faith and in the reasonable belief of the complainant that a contravention of the Code has occurred.

Limitation Period

The Integrity Commissioner shall not proceed with an inquiry in regard to a complaint more than 60 days after the event or series of events which are the subject matter of the complaint were discovered by the complainant. An event or series of events is discovered on the earlier of the date upon which the complainant first knew:

- that the event(s) had occurred and by whom; and
- that the event(s) may have constituted a contravention of the Code.

The onus of proof as to the date of discovery lies with the complainant.

Where the Integrity Commissioner decides not to proceed with an investigation of a complaint received more than 60 days after the date when the event(s) occurred, the Integrity Commissioner shall prepare and file a report setting out that decision.

Complaints in Municipal Election Years

Despite any other provision of this process, if the Commissioner has not completed an inquiry before nomination day for a regular election as set out in section 31 of the *Municipal Elections Act, 1996*, the Commissioner shall terminate the inquiry on that day.

If an inquiry is so terminated, the Commissioner shall not commence another inquiry in respect of the matter unless, within six weeks after voting day in a regular election, as set out in section 5 of the *Municipal Elections Act, 1996*, the person or entity who made the request or the member or former member whose conduct is concerned makes a written request to the Commissioner that the inquiry be commenced.

The following rules apply during the period of time starting on nomination day for a regular election, as set out in section 31 of the *Municipal Elections Act, 1996*, and ending on voting day in a regular election, as set out in section 5 of that Act:

1. There shall be no requests for an inquiry about whether a member of council or of a local board has contravened the code of conduct applicable to the member.
2. The Commissioner shall not report to the municipality or local board about whether, in his or her opinion, a member of council or of a local board has contravened the code of conduct applicable to the member.
3. The municipality or local board shall not consider whether to impose the penalties referred to in subsection (5) on a member of council or of a local board.

Appendix “B” – currently being updated

Request for Investigation

Code of Conduct for Members of Council and Local Boards

Name of Requestor:	
Address:	
Telephone:	
Email address:	
It is an offence under the Criminal Code of Canada to knowingly swear/affirm a false affidavit.	
I, <i>(full name)</i>	
of <i>(municipality of residence)</i>	
in the Province of Ontario, MAKE OATH AND SAY (or affirm)	
1. I have personal knowledge of the facts as set out in this affidavit.	
2. I have reasonable and probable grounds to believe that: <i>(specify name of member of Sault Ste. Marie City Council or local board)</i>	
has contravened section(s) <i>(specify)</i>	
of the Code of Conduct for Members of Council and Local Boards.	
The particulars are as follows: <i>Provide information such as date, time, location of conduct, names of all persons involved, including witnesses, and information as to how they can be reached. If you require more space attach a second page.</i>	
3. This affidavit is made for the purpose of requesting that this matter be investigated and for no improper purpose.	

Schedule "A" referred to in the affidavit of

Sworn before me this day of 20

A Commissioner, etc.

Appendix “C”

Request for Advice

Note: Should the Integrity Commissioner determine that a member of Council or of a local board has violated any provisions governing ethical behaviour pursuant to the Code of Conduct for Council or local boards, he/she is obligated to report such violation, with any recommendation for sanction, to Council.

Request for Advice

Name of Requestor:	
Address:	
Telephone:	
Email address:	
Advice requested (Provide as much detail as possible relating to the issue. Attach second page if required.)	
Signature of Requestor	Date received by Integrity Commissioner
Date	Date reply issued

THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI

BY-LAW NO. 18-1413

Being a bylaw to confirm the proceedings of Council of the Corporation of the Municipality of Temagami

WHEREAS pursuant to Section 5(1) of the Municipal Act, 2001, S.O. 2001, c. 25 as amended, the powers of a municipality shall be exercised by its Council; and

WHEREAS pursuant to Section 5(3) of the Municipal Act, 2001, S.O. 2001, c. 25 as amended, a municipal power, including a municipality's capacity rights, powers and privileges under Section 8 of the Municipal Act, 2001, S.O. 2001, c. 25 as amended, shall be exercised by by-law unless the municipality is specifically authorized to do otherwise; and

WHEREAS it is deemed expedient that the proceedings of the Council of the Corporation of the Municipality of Temagami at this Session be confirmed and adopted by by-law.

NOW THEREFORE the Council of the Corporation of the Municipality of Temagami hereby enacts as follows:

1. **THAT** the actions of the Council of The Corporation of the Municipality of Temagami in respect of all recommendations in reports and minutes of committees, all motions and resolutions and all actions passed and taken by the Council of the Corporation of the Municipality of Temagami, documents and transactions entered into during the July 17, 2018 Committee of the Whole meeting and the July 9, 2018, July 11, 2018, July 17, 2018 and July 26, 2018 special and regular meetings of Council are hereby adopted and confirmed, as if the same were expressly embodied in this By-law.
2. **THAT** the Mayor and proper officials of The Corporation of the Municipality of Temagami are hereby authorized and directed to do all the things necessary to give effect to the action of the Council of The Corporation of the Municipality of Temagami during the said meetings referred to in paragraph 1 of this By-law.
3. **THAT** the Mayor and the Chief Administrative Officer or Clerk are hereby authorized and directed to execute all documents necessary to the action taken by this Council as described in Section 1 of this By-law and to affix the Corporate Seal of The Corporation of the Municipality of Temagami to all documents referred to in said paragraph 1.

Read a first, second and third time and finally passed this 26th day of July, 2018.

Mayor

Clerk