



**City of Kenora  
Committee of the Whole of Council  
Agenda**

Tuesday, March 10, 2015  
9:00 am - 1:00 pm  
City Hall Council Chambers

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**Pages**

**1. Public Information Notices**

As required under Notice By-law #144-2007, the public is advised of Council's intention to adopt the following at its March 17, 2015 meeting:-

-Council will amend its 2015 Operating and Capital Budget to withdraw funds from the Transit Deferred Revenue in the amount of \$39,707.77 for bus engine replacement

-Council will amend its 2015 Operating and Capital Budget to withdraw funds from Federal Gas Tax in the amount of \$35,000 for Keewatin Channel Bridge engineering expenses

-Council will amend Schedule "D" of Tariff of Fees and Charges By-law #120-2011 for the increase of tipping fee rates

**2. Declaration of Pecuniary Interest & the General Nature Thereof**

i) On today's agenda; ii) From a meeting at which a Member was not in attendance.

**3. Confirmation of Previous Committee Minutes**

-Regular Committee of the Whole meeting February 10, 2015

**4. Deputations**

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4.2 Barry Sadler - Apportionment of Assessment 3 - 4

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i) Z02/15 Pedersen	
<b>12. Date of Next Meeting</b>	
Tuesday, April 14, 2015	
<b>13. Adjourn to Closed</b>	
That this meeting be now declared closed at _____ p.m.; and further	
 That pursuant to Section 239 of the Municipal Act, 2001, as amended, authorization is hereby given for Committee to move into a Closed Session to discuss items pertaining to the following:-	
i) Personal Matter about an Identifiable Individual (2 items)	
ii) Disposition of Land (2 items)	
<b>14. Reconvene to Open Meeting</b>	
<b>15. Close Meeting</b>	



# DEPUTATION REQUEST FORM

To Appear before Kenora City Council or Committee of the Whole of Council

### How to Make a Deputation:

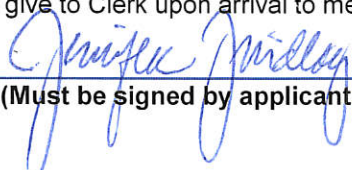
1. Determine date and time of Council or Committee meeting you wish to attend.
2. Submit this completed and signed form to the City Clerk (deliver/mail/fax or e-mail)
  - at least seven (7) days in advance of any Committee meeting
  - before 10:00 a.m. on date of a Council meeting;
3. State your name prior to speaking, and
4. Provide a copy of materials used in your presentation, if any, to the City Clerk for the official record (either in advance or at the time of the deputation).

### City Clerk's Contact Information:

By Mail: 1 Main Street South, Kenora, ON P9N 3X2

By fax: 807-467-2009

E-mail: [hkasprick@kenora.ca](mailto:hkasprick@kenora.ca)

<b>Name:</b> (person making deputation) <u>Jeremiah Windego</u>	<b>Organization You Represent:</b> (if applicable) <u>Tunnel Island Partners</u>
_____ (please print)	
<b>Mailing Address:</b> <u>c/o 1 Main St S</u>	<b>Telephone Number:</b> <u>467-2127</u>
<b>Email Address:</b> <u>jfindlay@kenora.ca</u>	<b>Postal Code:</b> _____
<b>Other Persons Presenting with You on this topic?</b>	
(on behalf of same organization) <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	
<b>If yes, Other Names:</b> <u>Mayor Canfield, Councillor McMillan and EDO are on project working group and Tunnel Island partner reps may also attend</u>	
<b>Topic – include brief statement of issue or purpose for Deputation:</b> • Please see Protocol Notes on Page 2	
<u>Tunnel Island Partners Governance Project</u>	
<b>I wish to appear before</b>	
<input type="checkbox"/> Council <input checked="" type="checkbox"/> Committee of the Whole	
<input type="checkbox"/> Other	
<b>On the Meeting date:</b> <u>March 10, 2015</u>	
<b>Please Note:</b> Most meetings are video-taped and reported on by both the local newspaper and radio stations. Subsequently your deputation will form part of the public record in the minutes which are circulated widely and posted on the City's portal on the internet. By appearing before Council/Committee and signing this form, you hereby understand that information pertaining to you and your deputation will be publicized.	
<b>Do you have material to leave with Council following your deputation?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (If yes, please give to Clerk upon arrival to meeting)	
<b>Signature Required:</b> <u></u> (Must be signed by applicant to go forward)	
...2	

## Deputation Protocol

The purpose of the deputation process is to allow individuals or groups an opportunity to make their views known to Council. Council values and welcomes input, comments, and constructive suggestions. Since Council generally has to consider a large number of issues and concerns at any given time, the following Protocol is observed and we thank you for your interest in making a deputation and abiding by the rules:-

### 2.9 Cell phones/Blackberries/Smart Phones

All phones are required to be turned to vibrate during all Council and Committee meetings.

### 9.7 No Deputant shall:

1. Speak without first being recognized by the Head of Council or Chair
2. Speak disrespectfully of any person
3. Use offensive words or gestures, or make abusive comments,
4. Speak on any subject other than the subject stated on their Deputation Request Form
5. Disobey the Rules of Procedure or a decision of the Council or Committee

### 9.9 Expulsion

The Head of Council or Chair may cause to expel and exclude any member of the public who creates any disturbance or acts improperly during a meeting of Council or Committee. If necessary, the Clerk may be called upon to seek the appropriate assistance from police officers for this purpose.

### 9.14 Appearance - previous - limitation - new information

Any person appearing before Council who has previously appeared before Council on the same subject matter, shall be limited to providing only new information in their second and subsequent appearances.

✓ *Check below:*

I have never spoken on this issue before.

I have spoken on this issue before and the new information I wish to present is as follows:-

---

### {Committee of the Whole/Property & Planning Meeting}

Committee of the Whole Meetings combined with the Property & Planning Committee immediately following, commence at 9:00 a.m., typically on the 2nd Tuesday of each month, unless otherwise advertised.

Committee Deputations are given approx. 15 minutes each at the beginning of the meeting, subject to the Chair's discretion.

Members of Committee may engage in dialogue with the person making a deputation as a matter of receiving and/or clarifying information.

Please present any material, letters or other relevant information concerning your deputation to Committee either at the time of your deputation or in advance of the meeting.

When a number of people are to appear representing one viewpoint or interest group, it is expected the group speak through a spokesperson, or submit written submissions.

### {Council Meetings}

Regular Council meetings commence at 12:00 p.m., typically on the 3rd Tuesday of each month, unless otherwise advertised.

Deputations before Council are given approx. 5 minutes each at the beginning of the meeting, subject to the Mayor's discretion.

Council will not debate an issue, but will take the information under advisement.

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<b>Name:</b> (person making deputation)	<b>Organization You Represent:</b> (if applicable)
<u>BARRY SADLER</u> / _____ (please print)	
Mailing Address: <u>286 BRUCKENBERGER RD</u>	Telephone Number: <u>467-7005</u> (807)
Email Address: <u>BARRY @ MONCRIEF CONSTRUCTION .CA</u> (ALL SMALL CASE)	Postal Code: <u>P9N 0E3</u>
Other Persons Presenting with You on this topic? (on behalf of same organization)	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
If yes, Other Names: _____	
Topic – include brief statement of issue or purpose for Deputation: • Please see Protocol Notes on Page 2	
I wish to appear before <input checked="" type="checkbox"/> Council <input type="checkbox"/> Committee of the Whole <input type="checkbox"/> Other	
On the Meeting date: <u>10 MARCH 2015</u> , <u>9:00 AM</u>	
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## KDSB Board of Directors Meeting

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**Press Release:** February 19, 2015 – For Immediate Release

At its regular board meeting on Thursday, February 19, 2015, the KDSB Board of Directors:

- Approved the Board Chair to attend the 2015 Northern Ontario Service Deliverers Association (NOSDA) Annual General Meeting to be held in Thunder Bay on April 15-17, 2015.
- Authorized the Chief Administrative Officer to enter into an administrative agreement with the Ministry of Municipal Affairs and Housing for the receipt and expenditure of funding under the Investment in Affordable Housing Extension (IAH) Program. The IAH program initiative will provide KDSB with a notional funding allocation in the amount of \$2,665,200 in federal/provincial funding over six years to improve access to affordable housing that is safe, sound, suitable and sustainable for households in need across the Kenora District.

The following table provides an overview of the proposed IAH funding allocation:

Investment in Affordable Housing Program 2014-2019		Allocated Funding
<b>Operating Components</b>	Rent Supplement/ Housing Allowances	\$1,160,000
<b>Capital Components</b>		
	Homeownership	\$150,000
	Rental Housing	\$900,520
	Ontario Renovates	\$321,420
<b>Administration</b>		\$133,260
<b>Total</b>		<b>\$2,665,200</b>

- Declared the 12 housing units known as 1,2,3,4,5,6,7,8,9,11,13 and 15 Bernier Crescent, Hudson, Ontario as surplus and directed staff to prepare a business case for the disposition and sale of these units. The business case will include a detailed strategy ensuring that none of the existing tenants residing in 8 of the 12 units will be adversely impacted. The strategy will explore relocation plans for those tenants wishing to move; purchase options for those tenants wishing to purchase the unit in which they currently reside should the KDSB decide to subdivide each property; and the development of purchase agreements that will ensure those tenants wishing to stay will not be displaced should the property be transferred or sold.





- Approved and adopted the 2015 Budget requiring total operating expenditures in the amount of \$38,484,603, an increase of 1.68% over the 2014 Budget. The 2015 Budget requires a total Local Share of \$13,708,218 which represents a levy decrease of 10.97% to the 9 District Municipalities and 4 Unincorporated Territories over the 2014 levy.
- Was provided with an update on the Social Assistance Management System (SAMS) implementation.
- Approved and passed a resolution further supporting the KDSB's application for funding under the Age-Friendly Community Planning Grant. If successful, the funding will provide KDSB the opportunity to present and share the findings of the Service Mapping Coordinator with all of KDSB's community partners and to initiate coordinated planning efforts between all community partners in order to best support the aging population in all of the District's communities.
- Approved and authorized the Chair of the Board and Chief Administrative Officer to execute the 2015 Service Agreement for Child Care and Family Support Programs with the Ministry of Education. The Ministry of Education made a number of changes to the funding formula for 2015 however the changes resulted in an overall funding increase of \$61,145 for 2015, in the areas of Capital Retrofits and Operating Allocation. The Ministry has also provided a specific allocation in the amount of \$298,694, for the purpose of Wage Enhancement. Child Care operators will be required to submit applications specific for this funding.
- Approved the three year term and rent for the lease agreements with the Corporation of the Township of Sioux Narrows-Nestor Falls for the Sioux Narrows and Nestor Falls Land Ambulance Facilities.

Barry Baltessen, Chair

Henry Wall, CAO

## The Board of Directors Approves 2015 Budget

**Press Release:** February 19, 2015 – For Immediate Release

The Board of Directors for the Kenora District Service Board (KDSB) approved the 2015 Budget at its February 19, 2015 Board meeting. The budget will result in a 10.97% levy reduction to the 9 District Municipalities and 4 Unincorporated Territories.

The 2015 Budget forms part of a multi-year strategic work plan and incorporates the impact of several new strategic initiatives designed to achieve the KDSB’s overarching objectives by:

- i. Solidifying KDSB’s capabilities to deliver integrated services and service excellence;
- ii. Strengthening partnerships and relationships with community partners and stakeholders; and
- iii. Focusing on pro-active approaches to improving lives.

The approved KDSB budget, totalling \$38.5 million, represents an increase of 1.68% from prior year. A total of 55.98%, (\$21.54 million) of KDSB’s funding comes from the Provincial and Federal level of governments. An additional 8.42%, totalling \$3.24 million, of the budget is derived from rents, interest, reserves and other revenue sources. The remaining 36.35% of the budget is acquired through a levy to the 9 municipalities (19.16% or \$7.37 million) and 4 Unincorporated Territories (16.46% or \$6.33 million) located in the District of Kenora.

The 2015 levy to the District Municipalities and Unincorporated Territories will be as follows:

	2015 Levy	2014 Levy	\$ Increase / (Decrease)	% Increase/ (Decrease)
Dryden	\$1,245,073	\$1,346,848	(101,775)	-7.56%
Ear Falls	\$127,079	\$128,686	(1,607)	-1.25%
Ignace	\$139,103	\$149,551	(10,448)	-6.99%
Kenora	\$3,026,687	\$3,098,608	(71,921)	-2.32%
Machin	\$281,873	\$299,102	(17,229)	-5.76%
Pickle Lake	\$49,996	\$51,883	(1,887)	-3.64%
Red Lake	\$901,438	\$898,195	3,243	0.36%
Sioux Lookout	\$883,588	\$935,575	(51,987)	-5.56%
Sioux Narrows Nestor Falls	\$717,654	\$752,106	(34,452)	-4.58%
Unincorporated	\$6,335,727	\$7,736,226	(1,400,499)	-18.10%
<b>Totals</b>	<b>\$13,708,218</b>	<b>\$15,396,780</b>	<b>(1,688,562)</b>	<b>-10.97%</b>

The 2015 Budget is comprised of the following operational functions:

### Early Learning and Care (ELC)

The KDSB is the service manager for Early Learning and Care in the Kenora District. Early Learning and Care is



comprised of four components, Child Care Fee Subsidy, Child Care Operations, Best Start Hub Operations and Best Start Planning. Child Care and Best Start Hub Operational funds are flowed directly to program operators. Fee Subsidy is provided to families through the Integrated Service Department.

The 2015 Early Learning and Care Budget totals \$7.09 million; of which 10.13% is funded from the District Municipalities and Unincorporated Territories' levy.

### **Ontario Works Services**

The service contract for the Ontario Works Program is held by the Ministry of Community and Social Services. Ontario Works funding is calculated on a two year cycle based on several factors including caseload, northern factor, rural factor and supplementary caseload. The goal of Ontario Works is to assist people in their shortest route to paid employment.

The 2015 Ontario Works Budget totals \$7.87 million; of which 24.6% is funded from the District Municipalities and Unincorporated Territories' levy.

### **Housing Services and Asset Management**

The KDSB is responsible for maintaining the varied portfolio assets that are owned, leased and/or occupied by the KDSB. This includes office space, social housing facilities, land ambulance facilities and solar projects. Housing Services provides subsidized housing to those individuals and families who qualify. Housing Services in the Kenora district consist of 528 KDSB owned units, 577 Non-Profit Housing units and 42 Rent Supplement Units.

The 2015 Housing Services and Asset Management Budget totals \$11.87 million; of which 51.86% is funded from the District Municipalities and Unincorporated Territories' levy.

### **Emergency Medical Services – Land Ambulance**

KDSB is responsible for providing emergency pre-hospital care in the District of Kenora. KDSB has 9 land ambulance bases and approximately 96 Primary Care Paramedics.

The 2015 Emergency Medical Services Budget totals \$11.67 million; of which 41.9% is funded from the District Municipalities and Unincorporated Territories' levy.

### **Highlights of the budget include:**

- i. Increase in reserves of \$150,000 for future investment in affordable housing initiatives. This will increase special purpose reserves for new housing to \$783,241 by the end of the 2015 fiscal year.



- ii. Capital investment in the Housing Services building renewal plans for 2015 in the amount of \$1,915,300.
- iii. EMS equipment/ambulance renewal plans in the amount of \$386,800.

A copy of the 2015 Approved Budget has been posted on the organizations website at [www.kdsb.on.ca](http://www.kdsb.on.ca) (choose Administration & Governance/Finance).

Barry Baltessen, Chair

Henry Wall, CAO

**March 2, 2015**

## **City Council Committee Report**

**To: Mayor and Council**

**Fr: Heather Kasprick, Manager of Legislative Services**

**Re: Closed Meeting Investigator Agreement**

### **Recommendation:**

That Council hereby authorizes an agreement between the Corporation of the City of Kenora and Paul S. Heayn for the services of an appointed Closed Meeting Investigator for the term of Council ending November 30, 2018; and further

That Council gives three readings to a by-law to authorize the execution of the agreement.

### **Background:**

The Municipal Act, 2001 authorizes a municipality to appoint a person to investigate in an independent manner complaints made against the municipality with regards to closed meetings. The appointed investigator shall have independence of the municipality and impartiality along with confidentiality in handling these matters. Should no investigator be appointed by the municipality, the responsibility would be then turned over to the office of the Ombudsman on Ontario. Traditionally in the past, Council has opted to retain the services of their own Closed Meeting Investigator.

The City has contracted with Paul S. Heayn since 2008 jointly with surrounding municipalities to execute one joint agreement. It was decided for this term of Council that municipalities would execute their own independent contracts with Mr. Heayn for his services.

### **Budget:**

The retainer fee for his services is \$500 annually which has been included in the Clerk's 2015 Operating budget.

### **Communication Plan/Notice By-law Requirements:**

By-law required to execute the agreement

### **Strategic Plan or other Guiding Document:**

This is a housekeeping matter required for administration operations.

Dated as of this 17<sup>th</sup> day of March, 2015

**Between:**

**The Corporation of the City of Kenora**

(the "Municipality")

- and -

**Paul S. Heayn**

(the "Investigator")

**Recitals:**

1. Subsection 239.2 (1) of the *Municipal Act, 2001* authorizes municipalities to appoint a person to investigate, in an independent manner, complaints made to him or her by any person as to whether the municipality or a local board has complied with Section 239 or a procedure by-law under Subsection 238 (2) in respect of a meeting or part of a meeting that was closed to the public, and to report on the investigation.
2. In appointing an investigator and in assigning powers and duties to him or her, a municipality is to have regard to, among other things:
  - (a) the investigator's independence and impartiality;
  - (b) confidentiality with respect to the investigator's activities; and
  - (c) the credibility of the investigator's investigative process.
3. The Municipality is satisfied that the Investigator has the skills and ability to meet these criteria.

**This Agreement is entered** in consideration of payment of the Retainer by the Municipality to the Investigator, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged.

**Article 1.00 – Interpretation**

**1.01 Definitions:** Wherever a term set out below appears in the text of this Agreement with its initial letters capitalized, the term is intended to have the meaning set out for it in this Section 1.01. Wherever a term below appears in the text of this Agreement in regular case, it is intended to have the meaning ordinarily attributed to it in the English language.

- (a) **Agreement** means this agreement, including its recitals and schedules, which form integral parts of it, as amended from time to time in accordance with Section 5.02.
- (b) **Complaint** means a bona fide complaint received by any Municipal Party, or by the Investigator with respect to any Municipal Party, from a member of the public with the right to make the complaint, that the Municipal Party held a meeting in closed session contrary to the provisions of the *Municipal Act, 2001*.
- (c) **Dispute** means any controversy, dispute, difference, question or claim arising between the Parties (or any of them) in connection with this Agreement.
- (d) **Expenses** means any out-of-pocket sums paid or incurred by the Investigator during the course of investigation of a Complaint. Examples include: travel, lodging & meals, photocopying, telephone, facsimile, document binding, mileage, etc. Mileage shall be charged to and from Dryden at a rate of forty-seven cents (\$0.47/km) per kilometre travelled. Where travel is involved, the Expenses will be calculated on the basis of the policies of The Corporation of

the City of Kenora with respect to travel by its employees on municipal business, and forms part of this agreement as Schedule A.

- (e) **Fees** means the sum of fifty (\$50.00) dollars per hour paid to the Investigator for the Services rendered by the Investigator with respect to that Complaint.
- (f) **Investigator** means Paul S. Heayn, an individual carrying on business under the name and style "P.S. Heayn Municipal Consultant".
- (g) **Municipality** means the Corporation of the City of Kenora.
- (h) **Retainer** means the sum of five hundred (\$500.00) dollars per annum.
- (i) **Services** means the conduct of investigations from time to time on behalf of the Municipality who has received a Complaint, to determine whether or not the Complaint has merit, and to report to the Municipality on the outcome of the investigation.
- (j) The **Term** means the entire time period during which this Agreement is operational, as set out in Article 2.00. In the event that a renewal occurs, as provided for in Section 2.02, the definition of Term shall be deemed to be amended by adding the renewal period.

**1.02 Legislation, By-laws:** Each reference to Provincial legislation in this Agreement is printed in italic font. Where the statute name does not contain a date, the reference is to the Revised Statutes of Ontario, 1990 edition. Where the statute name does contain a date, the reference is to the Statutes of Ontario for that particular year. In either case, the reference includes all applicable amendments to the legislation, including successor or replacement legislation.

**1.03 Construing this Agreement:** This Section contains the rules for reading and interpreting this Agreement:

- (a) The captions, article and section names and numbers appearing in this Agreement are for convenience of reference only and have no effect on its interpretation.
- (b) All provisions of this Agreement creating obligations on any Party will be construed as covenants.
- (c) This Agreement is to be read with all changes of gender or number required by the context.
- (d) The words "**include**", "**includes**", "**including**" and "**included**" are not to be interpreted as restricting or modifying the words or phrases which precede them.
- (e) All references to money are references to Canadian dollars.

## **Article 2.0 – Term of Agreement**

**2.01 Term:** The Parties agree that the Term of this Agreement will be deemed as the same term of Council, being December 1, 2014, concluding on the 30th day of November, 2018.

**2.02 Renewals:** This agreement rests with the term of Council and will be reviewed and re-negotiated at the beginning of each new term of Council.

**2.03 Electing not to Renew:** Any Party to this Agreement who does not wish to renew shall give at least ninety (90) days' written notice to all of the other Parties prior to the end of the Term of his or its intention not to renew this Agreement.

**2.04 Termination without Cause:** Any Party may terminate its participation in this Agreement with thirty (30) days' written notice to the other Party. Termination mid-year does not give the Municipality the right to a refund or partial refund of the Retainer or any Fees or Expenses paid to the Investigator. Upon receiving notice of termination,

the Investigator shall cease any ongoing work and shall issue an invoice to the Municipality for whom he was providing Service at the time of termination, for all Fees and Expenses to the date of termination.

**2.05 Termination For Cause:** The Municipality who is dissatisfied with the Services provided by the Investigator shall provide the Investigator with written notice stipulating the nature of its concern and requesting that the Investigator rectify any default noted. Where this notice results in a Dispute, the provisions of Section 4.06 apply. If the default complained of by the Municipality is not rectified to that Party's satisfaction, it may withdraw from participation in this Agreement by providing written notice to all other current Parties in accordance with Section 5.01.

If the Investigator considers any Municipal Party to be in breach of its obligations under the terms and conditions of this Agreement, he shall provide the Municipal Party with written notice stipulating the nature of his concern and requesting that the Municipal Party rectify any default noted. Where this notice results in a Dispute, the provisions of Section 4.06 apply. In any event, if the default complained of by the Investigator is not rectified to his satisfaction, the Investigator may withdraw his Services from the Municipality by providing thirty (30) days' written notice to the Municipality in accordance with Section 5.01. After passage of the thirty (30) days, absent agreement or court or tribunal order otherwise, this Agreement shall be considered to have been terminated insofar as the Investigator and Municipality are concerned. The Investigator acknowledges and agrees that notice under this Section cannot be given during the course of an ongoing investigation into a Complaint, but may only be given after completion of his report with respect to a Complaint.

### **Article 3.00: Covenants, Warranties & Acknowledgements Relating to the Services and Payment for them**

**3.01 Appointment:** The Municipality retains and appoints the Investigator as an investigator for the purposes of Subsection 239.2 (1) of the *Municipal Act, 2001*. The Investigator agrees to provide the Services for, and at the request of, the Municipality, and accepts the appointment.

**3.02 Investigator's Duties with Respect to Services:** In providing the Services, the Investigator agrees that he shall:

- (a) follow the procedure outlined in Schedule "B" to this Agreement, which formed the Investigator's response to the request for proposals that the Municipality issued when seeking the services of a person to act as their investigator;
- (b) have regard to the importance of the matters listed in the second recital of this Agreement;
- (c) proceed without undue delay and with due diligence to investigate a Complaint;
- (d) conduct each investigation in private and in accordance with law;
- (e) hear or obtain information from such persons as the Investigator thinks fit and to make such inquiries as he thinks fit;
- (f) provide an opportunity to the members of Council and the senior administrative officials of the Municipality as well as any other person that may be adversely affected by a proposed report of the Investigator, an opportunity to make representations respecting the report or recommendation; and
- (g) preserve confidentiality and secrecy with respect to all matters that come to his or her knowledge in the course of performing duties under the terms of this Agreement, save and except disclosure of such matters as in the Investigator's opinion ought to be disclosed in order to establish grounds for his conclusions and recommendations.

In performing such duties, the Investigator shall have the powers set out in the *Municipal Act, 2001*. Copies of relevant excerpts from legislation are attached to this Agreement as Schedule "C" for ease of reference.



**3.03 Report Required:** After concluding a “full investigation” as outlined in Schedule “B”, the Investigator shall render his opinion as to whether or not the Complaint has merit, including an opinion as to whether any meeting or part of the meeting that was the subject matter of the Complaint was closed to the public contrary to the *Municipal Act, 2001* or the Municipal Party’s procedure by-law. Regardless of the outcome, the Investigator shall report his opinion and the reasons for it to the applicable Municipal Party and shall make such recommendations as he thinks fit.

**3.04 Use of Delegates:** At the discretion of the Investigator, he or she may at any time delegate, in writing, some or all of his responsibilities under this Agreement, as provided for in the *Municipal Act, 2001*. The Investigator agrees that such delegation will be first submitted to the Municipality for its approval. The Investigator acknowledges that he was selected by the Municipality to provide the Services on the basis of his experience and knowledge, and that the Municipality will not be forced to accept any delegate. Consent for any delegation may be held by the Municipality arbitrarily and without reason being provided. Where delegation is consented to, the person to whom the Investigator’s duties are delegated must agree in writing to be governed by the terms and conditions of this Agreement as if he or she was the Investigator. Such person shall always be under the supervision and direction of the Investigator. The delegation must not result in any additional costs or fees to the Municipality. Regardless of whether the Services are provided by the Investigator or by a delegate, all invoices for the Services shall be rendered by the Investigator and payments made to the Investigator, and the Investigator shall be responsible for the fees and disbursements of any his delegates.

**3.05 Unavailability of Investigator:** If the Investigator is unable to respond to a Complaint directly or through delegation as set out in Section 3.04, the Municipality has the right to call in an alternate service provider. In that case, the Investigator shall not have any recourse against the Municipality for breach of this Agreement.

**3.06 Covenant to pay the Retainer:** The Municipality agrees to pay the Retainer to the Investigator on an annual basis, during the Term, on or before January 31<sup>st</sup> of each year of the agreement.

**3.07 Covenant to pay Fees and Expenses:** The Municipality agrees to pay the Fees to the Investigator relating to any Complaint for the Municipality, and to reimburse the Investigator for any Expenses relating to any Complaint. The Investigator agrees that, to be eligible to receive reimbursement for an Expense, the receipt or invoice relating to that Expense will have to be surrendered to the Municipality. The Parties agree that Fees and Expenses relating to any particular Complaint are to be paid by the Municipality which is the subject matter of that Complaint.

Where the Investigator incurs expenses that relate to the administration of this Agreement as a whole and are not applicable to any particular Complaint, those expenses shall be shared equally by the Municipality.

**3.08 Calculation of Fees:** The Investigator agrees that the Fee will be charged only for such time that he is actively investigating a Complaint and preparing and/or presenting his report with respect to that Complaint.

**3.09 Limiting Expenses:** The Investigator agrees that all investigations will, as much as is possible, be conducted without travel to the subject municipality, so as to limit the expenses relating to the Complaints.

**3.10 Timing:** The Investigator will invoice the Municipality which is the subject matter of a Complaint upon completion of his report related to that Complaint. Payment shall be due thirty (30) days after the date of delivery of the Invoice.

**3.11 Taxes:** All amounts payable to the Investigator shall be paid without deduction. If goods and services tax is applicable to any Fees or Expenses, the same are payable in addition to the Fee or Expense. The Investigator shall be responsible for any contributions imposed or required under employment insurance, health tax, social insurance, income tax laws, Worker’s Compensation (if elected to enroll), or pension

with respect to any amounts paid to the Investigator. The Municipality assumes no obligation or liability as between the Parties to this Agreement to deduct or remit any statutory or government remittances.

**3.12 Liability Insurance:** The Investigator agrees to place and at all times maintain general liability (for both bodily injury and property damage) insurance against claims for personal injury, death or damage to property arising out of any of the operations of the Investigator under this Agreement, or of any of the acts or omissions of the Investigator. This insurance shall be with a company or companies acceptable to the Municipality and shall have a minimum inclusive limit of two million (\$2,000,000.00) dollars per occurrence. In addition, the Investigator agrees to place and at all times maintain automobile liability (for both bodily injury and property damage) insurance against claims for personal injury, death or damage to property arising out of any of the operations of the Investigator under this Agreement. This insurance shall be with a company or companies acceptable to the Municipality and shall have a minimum inclusive limit of two million (\$2,000,000.00) dollars per occurrence.

**3.13 Insurance Documents:** The Investigator agrees, upon request, to provide to the Municipality upon request:

- (a) the insurance policies described in Section 3.12, or
- (b) the certificates of insurance relating to those policies.

**3.14 Indemnification:** The Investigator agrees that he shall at all times indemnify and save harmless the Municipality from and against all claims and demands, by whomsoever made, which are occasioned by or attributable to the existence of this Agreement or any action taken or things done or maintained because of this Agreement, or the exercise of rights arising pursuant to this Agreement (excepting claims for damage resulting from the negligence of any officer, servant or agent of the Municipality while acting within the scope of his or her duties or employment).

#### **Article 4.00 - Other Covenants, Warranties & Acknowledgements**

**4.01 Laws & Rules:** The Investigator agrees to abide by all applicable Federal, Provincial, and/or Municipal or local Statutes, Regulations, and by-laws in providing the Services. Where any permits or licences are required, same shall be obtained by the Investigator.

**4.02 Communications by Electronic Mail:** The Parties agree that they may communicate with one another with respect to this Agreement by electronic transmission over the internet, but that they do so at their own risk with respect to inadvertent disclosure to third parties resulting from the use of that media. The Parties agree that no formal notice required by this Agreement shall be sent through electronic mail, but rather through regular mail or facsimile transmission as provided for in Section 5.01.

**4.03 Municipal Freedom of Information and Protection of Privacy Act:** The Parties acknowledge that this Agreement is a public document, and that this Agreement and the Services rendered under it are subject to the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*. No Party shall be considered to have breached a requirement of confidentiality if disclosure is ordered by the Information and Privacy Commissioner in a procedure under that legislation. The Investigator agrees that the Municipality involved in any procedure under that legislation with respect to this Agreement or the Services shall have control of that procedure. The Investigator will co-operate in any and all such procedures, and abide by the orders of the Information and Privacy Commissioner that result, but the Municipality will make any decisions with respect to that procedure as it unfolds. Any expenses of the Investigator relating to any such procedure shall be reimbursed to the Investigator by the Municipality, and the Investigator may charge the Municipality a fee that does not exceed the amount of the Fees applicable to the Services, for his time spent in dealing with that procedure.

**4.04 Dispute Resolution:** Any Dispute that cannot be resolved by a manager from each Party involved shall be settled in accordance with this Section. The Party wishing to rectify the Dispute shall send the other Party written notice clearly identifying the Dispute, that Party's position with respect to the Dispute, and the remedy which the Party seeks. Any Party receiving such a notice shall refer it to a senior officer, who shall enter into good faith negotiations with senior officers of all Parties involved in the Dispute. If the Dispute has not been resolved within thirty (30) days of the original notice, any Party involved in the Dispute may avail itself of any process or means legally available to resolve the Dispute.

## **Article 5.00 - Miscellaneous**

**5.01 Notice:** Any notice to be given under this Agreement shall be sufficiently given if delivered by hand, or facsimile, or if sent by prepaid first class mail and addressed to the Investigator at:

Paul S. Heayn, A.M.C.T.  
41 Clearwater Crescent  
Dryden, Ontario P8N 3H8  
Email: [psheayn@drytel.net](mailto:psheayn@drytel.net)  
Telephone: (807) 223-6824  
Fax: (807) 223-6824  
Cell: (807) 221-8128

or to the Municipality:

Heather Kasprick, City Clerk  
1 Main Street South  
Kenora, ON P9N 3X2  
Email: [hkasprick@kenora.ca](mailto:hkasprick@kenora.ca)  
Telephone: (807) 467-2295  
Fax: (807) 467-2009

Receipt of notice shall be deemed on:

- (a) the date of actual delivery of a hand delivered document; or
  - (b) the business day next following the date of facsimile transmission; or
  - (c) five (5) days following the date of mailing of the notice;
- whichever is applicable. Notice shall not be given by electronic mail. Notwithstanding Section 5.02, any Party may change its address for notice by giving notice of change of address pursuant to this Section.

**5.02 Amendments:** No supplement, amendment or waiver of or under this Agreement (apart from amendments to notice provisions of Section 5.01) shall be binding unless executed in writing by the Parties to be bound. No waiver by a Party of any provision of this Agreement shall be deemed to be a waiver of any other provision unless otherwise expressly provided.

**5.03 Entire Agreement:** This Agreement constitutes the entire agreement between the Parties with respect to the Services. It is agreed that there is no covenant, promise, agreement, condition precedent or subsequent, warranty or representation or understanding, whether oral or written, other than as set forth in this Agreement and this Agreement fully replaces and supersedes any letter, letter of intent, request for proposals, response to requests for proposals, or other contractual arrangement between the Parties related to the Services that may have been in existence at the time of execution and delivery of this Agreement.

**5.04 Force Majeure/Time:** Notwithstanding anything in this Agreement, no Party shall be in default with respect to the performance of any of the terms of this Agreement if any non-performance is due to any force majeure, strike, lock-out, labour dispute, civil commotion, war or similar event, invasion, the exercise of military power, act of God, government regulations or controls, inability to obtain any material or service, or any cause beyond the reasonable control of the Party (unless such lack of

control results from a deficiency in financial resources). Otherwise, time shall be of the essence of this Agreement and all the obligations contained in it.

**5.05 Successors:** The rights and liabilities of the Parties shall enure to the benefit of and be binding upon the Parties and their respective successors and approved assignees.

**5.06 Partial Invalidity:** If any article, section, subsection, paragraph, clause or subclause or any of the words contained in this Agreement shall be held wholly or partially illegal, invalid or unenforceable by any court or tribunal of competent jurisdiction, the Parties agree that the remainder of this Agreement shall not be affected by the ruling, but shall remain in full force and effect.

**5.07 Relationship of Parties:** Nothing in this Agreement shall create any formal legal relationship between the Parties. The Investigator is a contractor independent of the Municipality.

**5.08 Governing Law:** This Agreement shall be construed in accordance with and governed by the laws of the Province of Ontario.

**5.09 Independent Legal Advice:** Each Party acknowledges that it has either received or waived the benefit of its own legal advice with respect to the execution of this Agreement.

**To Witness,** the undersigned affixed our corporate seal attested by the hands of our properly authorized officers. By so executing this document, the officers warrant and certify that the municipal corporation for which they are signing is in good standing and duly incorporated and organized under the laws of the jurisdiction in which they are incorporated, and that the officers are authorized and empowered to bind the municipal corporation to the terms of this Agreement by their signatures.

**The Corporation of the City of Kenora:-**

\_\_\_\_\_  
Mayor

Date:\_\_\_\_\_

\_\_\_\_\_  
City Clerk

**Investigator:-**

\_\_\_\_\_  
Paul S. Heayn

Date:\_\_\_\_\_

Schedules:

- "A" City of Kenora Travel Expense Statement
- "B" Investigator's Procedure
- "C" Legislation excerpts

**Schedule "A"**

**City of Kenora  
TRAVEL EXPENSE STATEMENT**

NAME (S) _____	POSITION: _____
TRAVELLING FROM: _____	TO: _____
PURPOSE OF TRIP: _____	
DATE of Travel _____	

<u>TRANSPORTATION</u>	<u>CASH EXPENSES</u>	<u>PAID BY CITY</u>	<u>TOTAL EXPENSES</u>
<b>EXPENSES REIMB. PAYROLL</b>			
AUTO _____ @ \$.47/km (Employees receiving monthly car allowance)	\$ _____  \$ _____	\$ _____	\$ _____
AIR	\$ _____	\$ _____	\$ _____
TRAIN	\$ _____	\$ _____	\$ _____
<b>HOTEL</b>			
SINGLE	\$ _____	\$ _____	\$ _____
SHARED	\$ _____	\$ _____	\$ _____
<b>MEALS</b>			
(\$50.00/day) i.e. \$ 10.00 breakfast 15.00 lunch 25.00 dinner	\$ _____	\$ _____	\$ _____
PER DIEM (Council only)		\$ _____	\$ _____
OTHER (Give details)	\$ _____	\$ _____	\$ _____

Attach receipts for hotels, public transportation and meals (when applicable).

SUB TOTAL	\$ _____		
ADVANCE	\$ _____		
BAL/REFUND	\$ _____	TOTAL TRAVEL COST \$	_____

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
APPROVED

\_\_\_\_\_  
DATE

## Schedule “B”

### Investigator’s Procedures

- Receive Complaint (made in writing, in either English or French) by a person. Complaint should be on the relevant Municipal Party’s “Complaint Intake Form” if one has been adopted.
- Receive current certified copy of Municipal Party’s procedure by-law(s).
- Undertake Step One: Initial Review & Report as follows:
  - Interview the complainant
  - Review any actions taken by the complainant and/or the Municipal Party to resolve the matter without formal investigation
  - Satisfy the complainant, if possible, without further investigation
  - Assuming Complaint is withdrawn and/or complainant is satisfied, prepare/present report to Council with respect to the Initial Review and resolution.
- Undertake Step Two: Full Investigation & Report as follows:
  - Interview all members of the elected council of the Municipal Party which is subject to the Complaint, whether or not those members were present at each of: the open meeting at which the resolution to hold the closed meeting was passed; the closed meeting itself; and the subsequent open meeting, if any, which dealt with any matters which were discussed in closed session.
  - Interview all members of senior administration of the Municipal Party who were present at each of the meetings referenced above, and in addition, the Clerk-Treasurer or Chief Administrative Officer, or equivalent, whether or not he or she was in attendance at any of those meetings.
  - If the complainant involves the Ontario Ombudsman, and if it is warranted, the Municipal Party may be given a formal hearing opportunity pursuant to Section 18 of the *Ombudsman Act*.
  - Prepare a draft report that:
    - ❖ explains the nature and background of the reason the Complaint was filed;
    - ❖ explains the reason and facts of why the Municipal Party held the closed meeting; the general nature of its subject matter;
    - ❖ explains the actions on the part of the complainant that were undertaken (if any) to resolve the issues;
    - ❖ explains the actions on the part of the Municipal Party (if any) to resolve the issues;
    - ❖ outlines the facts of why the Municipal Party held the closed meeting;
    - ❖ presents an opinion as to whether or not the meeting which is the subject matter of the Complaint (or any part of that meeting) was closed to the public contrary to either the *Municipal Act, 2001* or the Municipal Party’s procedure by-law;
    - ❖ supports the opinion noted above with clear reasons; and
    - ❖ makes any recommendations to resolve the Complaint, for future actions, or any other relevant recommendations.
  - Present the draft report to the council of the Municipal Party involved and receive feedback from that council (in the form of a resolution – not in the form of feedback from individual members of that council) regarding anything written in the draft report.
  - Finalize a final report, considering the input from the Municipal Party’s council as noted above.
  - Deliver the final report to the Municipal Party’s council, appearing before it if necessary or requested. [It will be the Municipal Party’s obligation to make reports available to the public as provided in Subsection 239(10) of the *Municipal Act, 2001*.]
  - Recommend to the Municipal Party’s council that a copy of the final report be sent to the complainant.

## Schedule “C”

### Relevant Legislation Excerpts

#### Part One: Excerpts from the *Municipal Act, 2001*

223.13 (6) – Ombudsman – The powers conferred on the Ombudsman under this Part may be exercised despite any provision in any Act to the effect that any such decision, recommendation, act or omission is final, or that no appeal lies in respect of them, or that no proceeding or decision of the person or organization whose decision, recommendation, act or omission it is shall be challenged, reviewed, quashed or called in question.

223.14 (1) – Investigation – Every investigation by the Ombudsman shall be conducted in private.

223.14 (2) – Opportunity to make representations – The Ombudsman may hear or obtain information from such persons as he or she thinks fit, and may make such inquiries as he or she thinks fit and it is not necessary for the Ombudsman to hold any hearing and no person is entitled as of right to be heard by the Ombudsman, but if at any time during the course of an investigation it appears to the Ombudsman that there may be sufficient grounds for him or her to make any report or recommendation that may adversely affect the municipality, a local board, a municipally-controlled corporation or any other person, the Ombudsman shall give him, her or it an opportunity to make representations respecting the adverse report or recommendation, either personally or by counsel.

223.14 (3) – Application of *Ombudsman Act* – Section 19 of the *Ombudsman Act* applies to the exercise of powers and the performance of duties by the Ombudsman under this Part.

223.14 (4) – Same – For the purposes of subsection (3), references in section 19 of the *Ombudsman Act* to “any governmental organization”, “the *Freedom of Information and Protection of Privacy Act*” and “the *Public Service of Ontario Act, 2006*” are deemed to be references to “the municipality, a local board or a municipally-controlled corporation”, “the *Municipal Freedom of Information and Protection of Privacy Act*” and “this Act”, respectively.

223.15 (1) – Duty of confidentiality – Subject to subsection (2), the Ombudsman and every person acting under the instructions of the Ombudsman shall preserve secrecy with respect to all matters that come to his or her knowledge in the course of his or her duties under this Part.

223.15 (2) – Disclosure – The Ombudsman may disclose in any report made by him or her under this Part such matters as in the Ombudsman’s opinion ought to be disclosed in order to establish grounds for his or her conclusions and recommendations.

223.15 (3) – Section prevails – This section prevails over the *Municipal Freedom of Information and Protection of Privacy Act*.

223.16 – No review, etc. – No proceeding of the Ombudsman under this Part shall be held bad for want of form, and, except on the ground of lack of jurisdiction, no proceeding or decision of the Ombudsman is liable to be challenged, reviewed, quashed or called in question in any court.

223.17 (1) – Testimony – The Ombudsman and any person acting under the instructions of the Ombudsman shall not be called to give evidence in any court, or in any proceedings of a judicial nature, in respect of anything coming to his or her knowledge in the exercise of his or her functions under this Part.

223.17 (2) – Same – Anything said or any information supplied or any document or thing produced by any person in the course of any investigation by or proceedings before the Ombudsman under this Part is privileged in the same manner as if the inquiry or proceedings were proceedings in a court.

223.18 – Effect on other rights, etc. – The rights, remedies, powers, duties and procedures established under sections 223.13 to 223.17 are in addition to the provisions of any other Act or rule of law under which any remedy or right of appeal or objection is provided for any person, or any procedure is provided for the inquiry into or investigation of any matter, and nothing in this Part limits or affects any such remedy or right of appeal or objection or procedure.

## Part Two: Excerpts from the *Ombudsman Act*:

18(1) - Proceedings of Ombudsman - Before investigating any matter, the Ombudsman shall inform the head of the governmental organization affected of his or her intention to make the investigation.

18(2) - Investigation to be in private - Every investigation by the Ombudsman under this Act shall be conducted in private.

18(3) - Where hearing necessary - The Ombudsman may hear or obtain information from such persons as he or she thinks fit, and may make such inquiries as he or she thinks fit and it is not necessary for the Ombudsman to hold any hearing and no person is entitled as of right to be heard by the Ombudsman, but, if at any time during the course of an investigation, it appears to the Ombudsman that there may be sufficient grounds for him or her to make any report or recommendation that may adversely affect any governmental organization or person, the Ombudsman shall give to that organization or person an opportunity to make representations respecting the adverse report or recommendation, either personally or by counsel.

18(4) - May consult minister - The Ombudsman may in his or her discretion, at any time during or after any investigation, consult any minister who is concerned in the matter of the investigation.

18(5) - Must consult minister - On the request of any minister in relation to any investigation, or in any case where any investigation relates to any recommendation made to a minister, the Ombudsman shall consult that minister after making the investigation and before forming a final opinion on any of the matters referred to in subsection 21(1) or (2).

18(6) - Breach of duty or misconduct - If, during or after an investigation, the Ombudsman is of opinion that there is evidence of a breach of duty or of misconduct on the part of any officer or employee of any governmental organization, the Ombudsman may refer the matter to the appropriate authority.

19. (1) – Evidence - The Ombudsman may from time to time require any officer, employee or member of any governmental organization who in his or her opinion is able to give any information relating to any matter that is being investigated by the Ombudsman to furnish to him or her any such information, and to produce any documents or things which in the Ombudsman's opinion relate to any such matter and which may be in the possession or under the control of that person.

19(2) - Examination under oath -- The Ombudsman may summon before him or her and examine on oath,

(a) any complainant;

(b) any person who is an officer or employee or member of any governmental organization and who, in the Ombudsman's opinion, is able to give any information mentioned in subsection (1); or

(c) any other person who, in the Ombudsman's opinion, is able to give any information mentioned in subsection (1),

and for that purpose may administer an oath.

19(3) - Secrecy - Subject to subsection (4), no person who is bound by the provisions of any Act, other than the *Public Service Act*, to maintain secrecy in relation to, or not to disclose, any matter shall be required to supply any information to or answer any question put by the Ombudsman in relation to that matter, or to produce to the Ombudsman any document or thing relating to it, if compliance with that requirement would be in breach of the obligation of secrecy or non-disclosure.

19(3.1) - Providing personal information despite privacy Acts - A person who is subject to the *Freedom of Information and Protection of Privacy Act* or the *Personal Health Information Protection Act, 2004* is not prevented by any provisions in those Acts from providing personal information to the Ombudsman, when the Ombudsman requires the person to provide the information under subsection (1) or (2).

19 (4) With the previous consent in writing of any complainant, any person to whom subsection (3) applies may be required by the Ombudsman to supply information or answer any question or produce any document or thing relating only to the complainant, and it is the duty of the person to comply with that requirement.



19(5) - Privileges - Every person has the same privileges in relation to the giving of information, the answering of questions, and the production of documents and things as witnesses have in any court.

19(6) - Protection - Except on the trial of any person for perjury in respect of the person's sworn testimony, no statement made or answer given by that or any other person in the course of any inquiry by or any proceedings before the Ombudsman is admissible in evidence against any person in any court or at any inquiry or in any other proceedings, and no evidence in respect of proceedings before the Ombudsman shall be given against any person.

19(7) - Right to object to answer - A person giving a statement or answer in the course of any inquiry or proceeding before the Ombudsman shall be informed by the Ombudsman of the right to object to answer any question under section 5 of the Canada Evidence Act.

19(8) - Prosecution - No person is liable to prosecution for an offence against any Act, other than this Act, by reason of his or her compliance with any requirement of the Ombudsman under this section.

19(9) - Fees - Where any person is required by the Ombudsman to attend before him or her for the purposes of this section, the person is entitled to the same fees, allowances, and expenses as if he or she were a witness in the Superior Court of Justice, and the provisions of any Act, regulation or rule in that behalf apply accordingly.

...

21(1) - Procedure after investigation - This section applies in every case where, after making an investigation under this Act, the Ombudsman is of opinion that the decision, recommendation, act or omission which was the subject-matter of the investigation,

- (a) appears to have been contrary to law;
- (b) was unreasonable, unjust, oppressive, or improperly discriminatory, or was in accordance with a rule of law or a provision of any Act or a practice that is or may be unreasonable, unjust, oppressive, or improperly discriminatory;
- (c) was based wholly or partly on a mistake of law or fact; or
- (d) was wrong.

21(2) - Idem - This section also applies in any case where the Ombudsman is of opinion that in the making of the decision or recommendation, or in the doing or omission of the act, a discretionary power has been exercised for an improper purpose or on irrelevant grounds or on the taking into account of irrelevant considerations, or that, in the case of a decision made in the exercise of any discretionary power, reasons should have been given for the decision.



**March 2, 2015**

## **City Council Committee Report**

**To: Mayor and Council**

**Fr: Lauren D'Argis, Corporate Services Manager**

**Re: Contracts & Expenditures Approved January to December 2014**

### **Recommendation:**

That Council hereby receives the information report of Lauren D'Argis, Corporate Services Manager dated March 2, 2015 with respect to contracts awarded within the Manager's approved limits for January to December, 2014.

### **Background:**

In the Procurement Policy, the Corporate Services Manager may award a tender, contract or purchase for greater than \$20,000 provided that:

- a) The purchase is included in the City's budgets, and is within the budgeted amount;
- b) The total cost of the contract does not exceed the following authority limits:
  - i. Operating expenditures not exceeding \$100,000;
  - ii. Capital expenditures not exceeding \$250,000, with the exception of;
  - iii. Capital expenditures for equipment outlined specifically in the capital budget not exceeding \$500,000;
- c) The award is made to the bidder whose bid achieves the highest score as a result of the evaluation;
- d) The term of the contract does not exceed the lesser of either the current operating year or the remainder of the term of Council; and
- e) The award is made to the bidder submitting the lowest end cost, compliant bid.

A report shall be submitted quarterly to Council to advise of the award of any tenders, contract or purchases under this section.

This report is attached.

### **Budget:**

There is no expected budget impact as a result of this report.

### **Communication Plan/Notice By-law Requirements:**

N/A – Information purposes

**Approvals >\$20k**  
 reflective of date entered in GL  
 January 1 to December 31, 2014

Department	Supplier	Description	GL Account Number	Project #	Amount approved Jan-Dec 2014	Other spend	Total spend	Budget
125 - City Hall Facilities	Empire Restoration	City Hall Roof progress payment Draw #6	1258110	13.125.01	63,461			
125 - City Hall Facilities	Empire Restoration	City Hall Roof progress payment Draw #7	1258110	13.125.01	26,604			
125 - City Hall Facilities	Empire Restoration	City Hall Roof holdback partial release	1258110	13.125.01	44,588			
					134,653	480,699	615,352	632,500
131 - Finance	MNP	Audit fees	various	operating	27,233			
131 - Finance	LOW Insurance	premium	various	operating	306,252			
134 - IT	Dell Canada	computers	various	operating	23,814			
229 - Police Building	807 Refridgeration	HVAC	2298012	14.229.01	40,620	10,906	51,526	65,000
253 - Facilities	Dingwall Ford	Pick up truck	2538981	14.253.01	29,258		29,258	32,000
254 - Facilities Vehicles	Great West Maintenance	Genie lift	2548980	bylaw 140-2014	36,383	-	36,383	40,000
311 - Roads	Moncrief Construction	Sidewalk	3118803	14.311.01	47,124	7,478	54,602	125,000
312 - Roads	Moncrief Construction	Asphalt Grindings	inventory	operating	161,171			
312 - Bridge Maintenance	Innovative Civil Contractors	Winnipeg River West Branch Bridge	3128102	14.312.01	129,729			
312 - Bridge Maintenance	Innovative Civil Contractors	Winnipeg River West Branch Bridge	3128102	14.312.01	140,856			
312 - Bridge Maintenance	Innovative Civil Contractors	Winnipeg River West Branch Bridge	3128102	14.312.01	217,573			
312 - Bridge Maintenance	Innovative Civil Contractors	Winnipeg River West Branch Bridge	3128102	14.312.01	34,300			
312 - Bridge Maintenance	Innovative Civil Contractors	Winnipeg River West Branch Bridge	3128102	14.312.01	92,500			
312 - Bridge Maintenance	Innovative Civil Contractors	Winnipeg River West Branch Bridge	3128102	14.312.01	199,668			
312 - Bridge Maintenance	Innovative Civil Contractors	Winnipeg River West Branch Bridge	3128102	14.312.01	74,497			
312 - Bridge Maintenance	Innovative Civil Contractors	Winnipeg River West Branch Bridge	3128102	14.312.01	81,463			
312 - Bridge Maintenance	Stantec	Winnipeg River West Branch Bridge	3128102	14.312.01	83,678			
					1,054,263		1,054,263	1,150,000
312 - Bridge Maintenance	Stantec	Keewatin Channel Bridge engineering	3128112	14.312.02	45,792	18,431	64,223	23,500
312 - Bridge Maintenance	WSP Canada Inc	Bridge audit	3129502	U14.312.01	31,730	19,113	50,843	100,000
313 - Paved Road Maintenance	Pioneer Construction	Municipal Paving	3138010	14.313.01	570,761			
313 - Paved Road Maintenance	Pioneer Construction	Municipal Paving	3138010	14.313.01	871,196			
313 - Paved Road Maintenance	Pioneer Construction	Municipal Paving	3138010	14.313.01	81,156			
					1,523,112	12,252	1,535,364	1,500,000
313 - Paved Road Maintenance	Pioneer Construction	Minto Municipal Paving	3138020	14.313.02	197,451			
313 - Paved Road Maintenance	Titan Contractors	Minto Municipal Paving	3138020	14.313.02	65,578			
313 - Paved Road Maintenance	Pioneer Construction	Minto Municipal Paving	3138020	14.313.02	69,848			
					332,877	4,221	337,098	337,000

**Approvals >\$20k**  
 reflective of date entered in GL  
 January 1 to December 31, 2014

Department	Supplier	Description	GL Account Number	Project #	Amount approved Jan-Dec 2014	Other spend	Total spend	Budget
316 - Winter Control	Lawrence F Derouard	Truck rental for snow removal	3166760	operating	47,450			
316 - Winter Control	Lawrence F Derouard	Truck rental for snow removal	3166760	operating	57,536			
					104,986	496,374	601,360	436,000
316 - Winter Control	Joe Neniska & Sons	Sand	3166770	operating	152,676	304,484	457,160	383,000
317 - Safety Device Maintenance	North-West Line Painting	line painting	3176802	operating	86,020	11,768	97,788	95,000
317 - Safety Device Maintenance	Moncrief Construction	Steel beam guide rails	3176832	operating	64,551		64,551	-
352 - Parkade	Western Construction	Parkade repairs	3528002	14.352.01	76,121			
352 - Parkade	Western Construction	Parkade repairs	3528002	14.352.01	83,917			
352 - Parkade	Western Construction	Parkade repairs	3528002	14.352.01	33,910			
					193,947	17,046	210,993	250,000
381 - Docks & Wharfs	Sierra Construction	Coney Island Progress #1	3818052	14.381.02	65,126		65,126	77,000
392 - Vehicles & Equipment	Strongco Equipment	Replace differential unit 871	3938713	operating	31,806	20,316	52,122	7,000
393 - Vehicles & Equipment	Joe Johnson Equipment	Street Sweeper	3938991	14.393.01	208,588		208,588	210,000
393 - Vehicles & Equipment	Kantola Motors	Pick up truck	3938985	14.393.03	39,478		39,478	38,000
393 - Vehicles & Equipment	Durham Hino	Single Axle truck	3938987	14.393.02	92,319		92,319	95,000
393 - Vehicles & Equipment	Vermeer Canada	Wood Chipper	3938008	14.393.04	59,530		59,530	66,976
395 - Engineering	Aeorquest Mapcon	Aerial Imagery	3958023	14.395.02	22,248			
395 - Engineering	Aeorquest Mapcon	Aerial Imagery	3958023	14.395.02	51,915			
					74,163	-	74,163	127,000
411 - Sanitary System	Uni-Jet	Cleaned and inspected pipe	4116912	operating	25,906	7,197	33,103	-
411 - Sanitary System	Les Gestions Techn'o Logic	Annual wireless service	4116928	operating	20,185	200,421	220,606	200,000
411 - Sanitary System	Titan Contractors	Valley Drive	4118053	14.411.01	104,284			
411 - Sanitary System	Titan Contractors	Valley Drive	4118053	14.411.01	98,498			
					202,782		202,782	400,000
412 - Sewer Lift Stations	National Process Equipment	Vertical dry pit pumps & valves	4128153	14.412.04	54,342	1,719	56,061	125,000
412 - Sewer Lift Stations	Process Flow Systems Ltd	Flygt submersible pump to replace one damaged in fire	4129993	operating	21,248	27,629	48,876	50,000
413 - Sewage Treatment Plant	CW McDonald Contracting	Building Reno	4138002	14.413.05	24,829	24,474	49,303	50,000
421 - Storm Sewers	Moncrief Construction	Storm sewer replacement	4218003	14.421.01	49,724			

**Approvals >\$20k**  
 reflective of date entered in GL  
 January 1 to December 31, 2014

Department	Supplier	Description	GL Account Number	Project #	Amount approved Jan-Dec 2014	Other spend	Total spend	Budget
421 - Storm Sewers	Titan Contractors	Storm sewer replacement	4218003	14.421.01	43,268			
					92,992		92,992	150,000
431 - Waterworks	Pioneer Construction	Asphalt patching	4316912	operating	58,703			
431 - Waterworks	Pioneer Construction	Asphalt patching	4316912	operating	48,328			
					107,031	138,936	245,967	50,000
431 - Waterworks	Titan Contractors	Water main program	4318052	14.431.01	118,141		118,141	400,000
433 - Water Treatment Plant	807 Refrigeration	Energy Saving Program	4338032	14.433.05	39,159	6,615	45,774	70,000
433 - Water Treatment Plant	Syntec Process Equipment	Replacement of backwash valves	4338043	14.433.01	33,257		33,257	40,000
445 - Household Hazardous Waste Day	Miller Environmental	hazardous waste disposal	4457110	operating	26,412	2,281	28,693	31,000
448 - Transfer Facility	Big Belly Solar	Downtown recepticals	4488994	14.448.04	79,059	283	79,342	80,000
453 - Solid Waste Vehicles & Equipment	Marcel Equipment	Refurbish compactor wheels	4534113	operating	26,966	4,266	31,232	13,000
453 - Solid Waste Vehicles & Equipment	SMS Equipment	Loader shared with recycling	4538981	14.453.01	193,691		193,691	225,000
453 - Solid Waste Vehicles & Equipment	Harder Machine	Roll off bins	4538991	14.453.02	20,606		20,606	26,000
455 - Recycling Facility	Haldimand County	New recycle trailer	4558981	14.455.02	56,986		56,986	185,000
571 - LOW Cemetery	Pioneer Construction	paving	5718042	14.571.01	23,829		23,829	25,000
771 - Library	Sierra Construction	Stairs & handrailing	7719502	U14.771.02	20,963	-	20,963	25,000
730 - KRC Complex	Sierra Construction	To supply and install walkway	payables	13.730.05	42,375	39,110	81,485	75,000
730 - KRC Complex	Keystone Lock & Safe	Auto Door openers	7308042	14.730.01	75,416	-	75,416	48,224
781 - Museum	AK & Company	HVAC & Furnace	7819902	14.781.02	83,989			
781 - Museum	AK & Company	HVAC & Furnace	7819902	14.781.02	50,161			
					134,150	22,838	156,988	159,000
811 - Planning Operations	CIP funding		8119523	U14.811.01	32,899	58,329	91,228	100,000
834 - Special Events	Archangel Fireworks	Harbourfest fireworks	8344742	offset by revenue	25,594	- 25,594	-	-
851 - Infrastructure	Moncrief Construction	DTR	8518282	14.851.01	48,568			
851 - Infrastructure	Moncrief Construction	DTR	8518282	14.851.01	732,095			
851 - Infrastructure	Moncrief Construction	DTR	8518282	14.851.01	923,647			
851 - Infrastructure	Hatch Mott MacDonald	DTR	8518282	14.851.01	28,607			
851 - Infrastructure	Hatch Mott MacDonald	DTR	8518282	14.851.01	34,384			
851 - Infrastructure	Hatch Mott MacDonald	DTR	8518282	14.851.01	35,250			
851 - Infrastructure	Moncrief Construction	DTR	8518282	14.851.01	358,818			
851 - Infrastructure	Hatch Mott MacDonald	DTR	8518282	14.851.01	31,453			
851 - Infrastructure	Hatch Mott MacDonald	DTR	8518282	14.851.01	29,147			

**Approvals >\$20k**  
 reflective of date entered in GL  
 January 1 to December 31, 2014

Department	Supplier	Description	GL Account Number	Project #	Amount approved Jan-Dec 2014	Other spend	Total spend	Budget
851 - Infrastructure	Hatch Mott MacDonald	DTR	8518282	14.851.01	53,157			
851 - Infrastructure	Moncrief Construction	DTR	8518282	14.851.01	375,403			
851 - Infrastructure	Moncrief Construction	DTR	8518282	14.851.01	143,880			
851 - Infrastructure	Moncrief Construction	DTR	8518282	14.851.01	1,269,742			
851 - Infrastructure	Moncrief Construction	DTR	8518282	14.851.01	1,318,598			
851 - Infrastructure	Trafco	DTR	8518282	14.851.01	21,532			
					5,404,279	39,805	5,444,084	6,000,000

**March 2, 2015**

## **City Council Committee Report**

**To: Mayor and Council**

**Fr: Charlotte Edie, Treasurer**

**Re: Conventional Bus Engine Replacement**

### **Recommendation:**

That Council hereby approves an additional allocation of \$39,707.77 plus applicable taxes to be funded through the transit deferred revenue for the emergency replacement of the engine in a conventional transit bus; and further

That in accordance with Notice By-law Number 144-2007, public notice is hereby given that Council intends to amend its 2015 Operating & Capital Budget at its March 10, 2015 Committee of the Whole meeting to withdraw funds from the transit deferred revenue in the amount of \$39,707.77 plus applicable taxes to offset the cost of this purchase; and further

That Council give three readings to a by-law to amend the 2015 budget for this purpose.

### **Background:**

The engine in this particular conventional transit bus was rebuilt 80,000 kms ago. At the time of the recent inspection it was found that there was dirt in the engine. When the current engine is being replaced Mike Mostow, Fleet Supervisor, will determine the cause so that it does not happen again.

### **Budget:**

The repair is considered an emergency expenditure and is not in the 2015 budget. The expenditure will be funded by transit deferred revenue retained by the City.

### **Communication Plan/Notice By-law Requirements:**

Notice required to be placed on Committee Agenda, Minutes and subsequent Council Agenda/Minutes.

### **Strategic Plan or Other Guiding Document:**

2-1 The City will ensure that our municipal infrastructure is maintained using available resources with the intent of moving towards all City infrastructure being in a good state of repair to ensure certainty, security and long-term stability of our systems.



**February 28, 2015**

## **City Council Committee Report**

**To: Mayor Canfield and Members of Council**

**Fr: Charlotte Edie, Treasurer**

**Re: Council Remuneration – KDSB and NOMA**

### **Recommendation:**

That Council receives the report prepared by Charlotte Edie, Treasurer dated February 28, 2015 as required under Section 284 of The Municipal Act, 2001, as amended, setting out the Annual Statement of Remuneration and Expenditures for Members of Council in accordance with Remuneration By-law #48-2013.

### **Background:**

In accordance with the Municipal Act, 2001, the City is required to provide the Mayor and Council with a statement of remuneration to each Member of Council on or before March 31 of the following year. The statement of remuneration for the Kenora District Services Board and the Northwestern Ontario Municipal Association is included.

### **Budget/Finance Implications:**

There is no expected budget impact as a result of this report.

### **Communication Plan/Notice By-law Requirements:**

The Municipal Act, 2001, requires that this information be presented to Council.

### **Strategic Plan or other Guiding Document:**

Legislated requirement.



**MEMORANDUM**

DATE: February 28, 2015

TO: Mayor Canfield and Members of Council

FROM: Charlotte Edie, Treasurer

RE: Annual Statement of Remuneration and Expenditures for the Kenora District Services Board

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The following is a summary of Commission remuneration and expenditures for the Kenora District Services Board, provided in accordance with the Municipal Act:

<u>Member</u>	<u>Per Diem</u>	<u>Travel &amp; Conference</u>
Roussin	\$2,815	\$2,463

Should you have any questions or require additional information, please do not hesitate to bring your concerns to my attention.

cc: Karen Brown, CAO

**MEMORANDUM**

DATE: February 28, 2015

TO: Mayor Canfield and Members of Council

FROM: Charlotte Edie, Treasurer

RE: Annual Statement of Remuneration and Expenditures for the Northwestern Ontario Municipal Association

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The following is a summary of Commission remuneration and expenditures for the Northwestern Ontario Municipal Association, provided in accordance with the Municipal Act:

<u>Member</u>	<u>Honourarium</u>	<u>Travel &amp; Conference</u>
Canfield	\$2,000	\$17,232

Should you have any questions or require additional information, please do not hesitate to bring your concerns to my attention.

cc: Karen Brown, CAO



March 2, 2015

## City Council Committee Report

**To: Mayor and Council**

**Fr: Heather Kasprick, Manager of Legislative Services**

**Re: Voterview List Management Agreement**

### **Recommendation:**

That Council gives three readings to a by-law to execute a service agreement with Comprint Systems Inc. (DataFix) for the Voterview database management in conjunction with the 2018 Municipal Election with a term ending December 31, 2018.

### **Background:**

The City maintains the Voter List Management services during the 4 year period between elections where persons who are deceased and property owner changes are maintained. This is an internet based application designed to provide elections officials with an electronic view of their electoral information including the ability to make corrections to the voters list and access to various voter counts needed for electoral planning and the capacity to provide an electronic copy of all changes to the provincial authority at the end of the electoral event. Datafix was a key tool used in the 2014 municipal elections and made the registering and changing of records very easy for the voter.

### **Budget:**

Annual agreement amount for the four years is \$1,425 plus taxes annually and is included in the 2015 City Clerk operating budget.

### **Communication Plan/Notice By-law Requirements:**

### **Strategic Plan or other Guiding Document:**

This is administrative only for agreement authorization.

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## VOTER LIST MANAGEMENT SERVICES AGREEMENT

THIS AGREEMENT (the "Agreement") made as of the 20<sup>th</sup> day of February, 2015

BETWEEN:

**COMPRINT SYSTEMS INC.** (doing business as "DataFix")  
an Ontario corporation with its registered office at  
40 University Avenue, Suite 1010  
Toronto, Ontario, M5J 1T1

("DataFix")

AND:

City of Kenora  
1 Main Street South  
Kenora, Ontario P9N 3X2

(the "City")

### BACKGROUND:

- A. The City requires the Voter List Management services described herein, and desires to engage DataFix to perform said services.
- B. VoterView is the Voter List Management services, and is an Internet-based Application designed to provide elections officials with an electronic view of their electoral information including the ability to make corrections to the voters list and to access various voter counts needed for electoral planning and the capability to provide an electronic copy of all changes to the provincial authority at the end of the electoral event.
- C. System Requirements/Compatibility:
  - (1) be web-based
  - (2) support the management of voter data throughout the election cycle from receipt of data to the end of the election
  - (3) be compatible with current Microsoft Windows Operating Systems, and modern web browsers
  - (4) be role-based for purposes of user permission architecture
  - (5) be user-friendly and intuitive
  - (6) passwords are one-way encrypted
  - (7) web pages are secured using SSL/TLS (Secure Sockets Layer/Transport Layer Security) encryption

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**PURPOSE:**

This Agreement is intended to identify and confirm the service levels and support technology requirements of the Application.

The parties agree that, at all times, this Agreement is governed by and construed in accordance with the laws of the Province of Ontario, Canada and the federal laws of Canada applicable therein. Each party represents and warrants to the other party that, as of the Effective Date, it has full power and authority to enter into and perform this Agreement.

DataFix represents to the City that the DataFix VoterView Application complies with all applicable requirements for provincial and municipal election laws at the time of delivery.

**1.0 PERFORMANCE OF SERVICES AND AUTHORIZED USES**

- 1.1 DataFix will perform the Services and its other obligations in accordance with the terms of this Agreement and all applicable laws (including, without limitation, the provisions of the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA) and all other applicable privacy and personal information laws). DataFix will at all times maintain a first class standard of care, skill and diligence in performing its obligations under this Agreement.
- 1.2 DataFix hereby grants to the City and to those employees designated by the City access to the VoterView Application. The City will have full control for creating and issuing usernames and passwords for employees of their organization.
- 1.3 DataFix will provide an initial account with Administrator-level. With this account, the City's Administrator has the ability to create users and assign access levels.

**2.0 ACCESS TO VOTERVIEW**

- 2.1 The Voter Data for the City will be stored on servers and other equipment that are owned and controlled by DataFix and that are physically located in Canada.
- 2.2 DataFix will not store Voter Data outside Canada.
- 2.3 DataFix will maintain a separate physical database for each client to ensure that clients can only access their own data.
- 2.4 DataFix will regularly upgrade and update the Application. If it is necessary to interrupt service, DataFix will provide at least 24 hours prior notification wherever possible and interruptions shall be scheduled to minimize their impact on users.

**3.0 DATA SECURITY AND PRIVACY**

- 3.1 The City will provide the Voter Data to DataFix and DataFix will only use the Voter Data as necessary to carry out its obligations under this Agreement, and for no other purpose.
- 3.2 DataFix shall comply with all of the confidentiality, security and privacy requirements set out in this Agreement (including, without limitation, the requirements of this Section 3.0, and any Additional Security and Privacy Requirements) with respect to the Voter Data. To the extent DataFix possesses any Voter Data in any form, medium or device during the Term of this Agreement or after, the foregoing obligations shall survive and continue to be in legal effect.

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- 3.3 Once the Voter Data is provided to DataFix, the Voter Data will be stored at DataFix's primary site. DataFix's primary site is locked and restricted to only DataFix employees. All data that flows in and out of the primary site and other equipment is encrypted and otherwise protected against access by, or disclosure to any other party.
- 3.4 A backup site containing a regularly updated copy of the Voter Data will be stored on servers and other equipment situated at facilities operated by DataFix within Canada.
- 3.5 Backups will be tested on a regular basis to ensure that all aspects of the disaster recovery plan are operational. Backups will be performed by DataFix every sixty (60) minutes.
- 3.6 DataFix will maintain a completely redundant technical infrastructure to support the VoterView Application. This infrastructure includes backup Internet connections routed through different Internet Service Providers, which provides protection from a common source of possible outages. To protect against server hardware failures in non-redundant components, DataFix has backup web and database servers available. These servers can be quickly activated to ensure minimal downtime.
- 3.7 DataFix will ensure that the data centre and servers containing the Voter Data meets the following physical and electronic security requirements:
- (a) single point of entry;
  - (b) main access monitored with additional access for emergency purposes only;
  - (c) access validation with identity check;
  - (d) access only to persons on DataFix approved access list;
  - (e) log-in validation;
  - (f) creation of accounts only as verified by DataFix;
  - (g) access to servers via encrypted means; and
  - (h) servers running behind secure firewall.
- 3.8 DataFix shall ensure that its employees are aware of their obligations regarding data security and privacy under this Section 3.0.
- 4.0 **WARRANTIES**
- 4.1 DataFix warrants that:
- (a) reasonable steps will be taken to ensure all computer and telecommunications hardware and software is operational 24 hours a day, 7 days a week;
  - (b) the Application will be normally available at all times except when essential maintenance is required;
  - (c) availability of 99.9% per full calendar month (30 days) excluding scheduled maintenance or installations shall be deemed as fully compliant for the purpose of the VoterView service level commitment.
- 5.0 **Corporate and Other Warranties:** DataFix warrants that, as of the date of this Agreement, DataFix:
- (a) has full right, power and authority to enter into this Agreement and to perform its

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obligations under it;

- (b) is not under any obligation, contractual or otherwise, to request or obtain the consent of any person in order to enter into this Agreement and to perform DataFix's obligations under it;
- (c) is a corporation, duly organized, legally existing, in good standing and has not been dissolved under the laws of the Province of Ontario;
- (d) has the necessary corporate power to own its properties and assets and to carry on its business as it is now being conducted and to enter into this Agreement;
- (e) is not a party to or bound by any indenture, agreement (written or oral), instrument, licence, permit or understanding or other obligation or restriction under the terms of which the execution, delivery or performance of this Agreement will constitute or result in a violation or breach or default; and
- (f) all other representations and warranties made by DataFix in this Agreement are true and accurate.

## **6.0 TRAINING AND SUPPORT**

**6.1 Training:** DataFix shall provide the following for the City as part of the Contract Price set out in this Agreement:

- (a) training on all of the Application functions and features through the DataFix on-line Webinar facilities;
- (b) an on-line help facilities as well as user guides and other training documents pertaining to the use of the Application, posted in the Forms/Document Library); and
- (c) training and support from time to time during the term of this Agreement (i.e. be available to answer questions and hold GoTo meetings as needed by the City's staff.

**6.2 Onsite Training:** DataFix can provide customized on-site training - additional fees may be applicable.

**6.3 Support:** DataFix shall provide the following support services to the City as part of the Contract Price in this Agreement:

- (a) **E-Mail Support:** E-Mail Support shall comprise of e-mail access and response.
- (b) **Direct Support:** DataFix shall provide the following support during the term of this Agreement:
  - (i) advice by telephone or e-mail on the use of the Application;
  - (ii) e-mail link to DataFix support team, where issues can be resolved usually within 24 hours;
  - (iii) support outside DataFix's normal business hours during advance poll dates and Election Day - DataFix's normal business hours are from 8:00 AM to 5:00 PM (local time), Monday to Friday, excluding statutory holidays;
  - (iv) advice and support prior to the advance voting period, with the guaranteed response time of no longer than 60 minutes from receipt of the request by telephone, voicemail, or email;

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- (v) during the critical election period, which includes advance voting dates and Election Day itself, the guaranteed response time will be 15 minutes from receipt of the request by telephone, voicemail or email;

## **7.0 TERM OF AGREEMENT**

- 7.1 The term of this Agreement will commence on the date first written above and will come to an end on December 31, 2018.
- 7.2 **Early Renewal Option.** The City will be offered an early renewal option and DataFix will provide an Agreement to the City during the first quarter of 2019.

## **8.0 CONTRACT PRICE**

- 8.1 In consideration for the Services and other obligations to be performed by DataFix under this Agreement, the City will pay DataFix a fee of **\$5,700** not including applicable taxes (the “Contract Price”).

The Contract Price will include the following:

- (a) Voter List Management Services
- 8.2 The Contract Price will be paid by the City to DataFix as follows:
    - (a) \$1,425 plus applicable taxes will be paid by the City on the signing of this Agreement;
    - (b) \$1,425 plus applicable taxes will be paid by the City in February 2016;
    - (c) \$1,425 plus applicable taxes will be paid by the City in January 2017;
    - (d) \$1,425 plus applicable taxes will be paid by the City in January 2018

## **9.0 RELEASE AND INDEMNIFICATION**

- 9.1 DataFix hereby agrees to indemnify and save harmless the City from and against any losses, liabilities and expense reasonably incurred by the City that arise out of the performance by DataFix of this Agreement, a breach by DataFix of this Agreement (including, without limitation, a breach of any of the confidentiality, security and privacy provisions of this Agreement) by DataFix, or its employees and agents.
- 9.2 The release and indemnity set out above will survive the expiry or sooner termination of this Agreement.

## **10.0 CONFIDENTIALITY**

- 10.1 The confidentiality obligations set out in this Section 10.0 are in addition to DataFix’s obligation to comply with the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA), R.S.O. 1990, c. M.56, all other applicable privacy and personal information laws and the other security and privacy obligations set out in this Agreement.
- 10.2 In the course of or for the purpose of performing the services contemplated in this Agreement, DataFix will obtain or have access to information, including but not limited to the Voter Data, other personal information as well as possibly business information that is confidential to the City (collectively “**Confidential Information**”). Confidential Information includes all



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information, in whatever form, other than:

- (a) information which is in, or becomes part of, the public domain, not due to DataFix's breach of this Agreement or DataFix's actions;
- (b) information which was previously in DataFix's possession and did not originate from the City; and
- (c) information which lawfully becomes available to DataFix from a third party not under an obligation of confidence to the City regarding such information.

10.3 DataFix will not use or reproduce the Confidential Information other than as reasonably required for the performance of the Services under this Agreement. DataFix will not, without the prior written consent of the City given on such terms and conditions as it prescribes in its sole discretion, disclose or allow access to the Confidential Information to any person, except to only those of its own employees who have a need to know the Confidential Information solely for the provision of the Services, and who have been advised of its confidential nature and have agreed to be bound by the confidentiality and restricted use provisions in this Section. DataFix will take all reasonable precautions against the Confidential Information being used by or disclosed to any unauthorized person.

10.4 DataFix shall return all copies of the Confidential Information to the City, in all tangible forms and media, and delete all Confidential Information resident in any databases or systems, upon the earliest of the following dates:

- (a) termination of this Agreement; and
- (b) written request of the City for return of the Confidential Information.

10.5 DataFix shall ensure that its employees, any subcontractor or agent retained by DataFix to perform obligations under the agreement are aware of their obligations of confidentiality under this Section 10.0.

10.6 Any reference to DataFix includes any subcontractor or agent retained by DataFix to perform obligations under the agreement and DataFix will ensure any such subcontractors and agents comply with these provisions regarding personal information.

10.7 **Notice of Non-Compliance:** DataFix will immediately notify the City in writing of any non-compliance or anticipated non-compliance with this Agreement and will further inform the City of all steps DataFix proposes to take to address and prevent recurrence of such non-compliance or anticipated non-compliance.

10.8 This Section shall survive the expiration or earlier termination of this Agreement

#### 11.0 UNAVOIDABLE DELAY

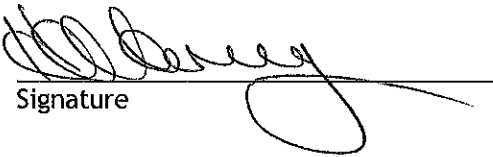
For the purpose of this Agreement, an "Unavoidable Delay" means any circumstance not within the reasonable control of the Party affected. Either party shall not be liable for any failure of or unavoidable delay in the performance of this Agreement due to causes beyond its reasonable control, for example, malicious injury, sabotage, strikes/lockouts, riots, acts of God, war, governmental action, and similar events or circumstances beyond the reasonable control of such Party. If an Unavoidable Delay occurs, DataFix will use its best efforts to resume performance and take all steps reasonably necessary to mitigate the effects of the Unavoidable Delay.

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**12.0 TERMINATION**

12.1 The City may terminate this Agreement if DataFix is in breach of any term of this Agreement and the breach is not cured within five (5) days of written notice by the City.

**DATAFIX/COMPRINT SYSTEMS INC.**

By:   
Signature

Hortense HARVEY  
Print Name

National Director, Client Services  
Print Title

**CITY OF KENORA**

By: \_\_\_\_\_  
Signature

Heather Kasprick  
Print Name

Manager of Legislative Services/City Clerk  
Print Title



**December 1, 2014**

## **City Council Committee Report**

**TO: Mayor and Council**

**FR: Heather Kasprick, Manager of Legislative Services**

**RE: FedNor Funding – Cameron Bay Development Project**

### **Recommendation:**

That Council gives three readings to a by-law to authorize the execution of an agreement between Industry Canada (FedNor) and the Corporation of the City of Kenora for funding related to extension of municipal services to the west shore of Cameron Bay and to the Tall Pines Marina Development; and further

That the CAO be authorized to execute this agreement.

### **Background:**

This project was an economic development initiative to bring municipal services to the lands located north west of the Lake of the Woods Discovery Centre. The Tall Pines Marina development has partnered with the City of Kenora and levels of government for the development with FedNor providing \$360,000 in funding to assist with the costs of the municipal services. It is expected to create 33 jobs, of which 22 are expected to be full-time positions and to assist in attracting private sector land development in Kenora.

This agreement was executed by the powers of the CAO during the lame duck provision of Council as the contribution offer is open for acceptance for 60 days from the date that appears on the offer. This is a housekeeping report only at this point in time.

**Budget:** N/A

**Communication Plan/Notice By-law Requirements:** N/A

### **Strategic Plan or other Guiding Documents:**

1-4 The City will promote Kenora to external investment audiences in specific sectors that provide the most promise for job growth and economic diversification

1-11 The City will support Kenora's "North America's Premier Boating Destination" Brand implementation strategy



**December 1, 2014**

## **City Council Committee Report**

**TO: Mayor and Council**

**FR: Heather Kasprick, Manager of Legislative Services**

**RE: NOHFC Funding – Cameron Bay Development Project**

### **Recommendation:**

That Council gives three readings to a by-law to authorize the execution of an agreement between the Northern Ontario Heritage Fund and the Corporation of the City of Kenora for funding related to extension of municipal services to the west shore of Cameron Bay and to the Tall Pines Marina Development; and further

That the CAO be authorized to execute this agreement.

### **Background:**

This project was an economic development initiative to bring municipal services to the lands located north west of the Lake of the Woods Discovery Centre. The Tall Pines Marina development has partnered with the City of Kenora and levels of government for the development with NOHFC providing \$360,000 in funding to assist with the costs of the municipal services. It is expected to create 33 jobs, of which 22 are expected to be full-time positions and to assist in attracting private sector land development in Kenora.

This agreement was executed by the powers of the CAO during the lame duck provision of Council as the contribution offer is open for acceptance for 60 days from the date that appears on the offer. This is a housekeeping report only at this point in time.

**Budget:** N/A

**Communication Plan/Notice By-law Requirements:** N/A

### **Strategic Plan or other Guiding Documents:**

1-4 The City will promote Kenora to external investment audiences in specific sectors that provide the most promise for job growth and economic diversification

1-11 The City will support Kenora's "North America's Premier Boating Destination" Brand implementation strategy



February 27, 2015

## City Council Committee Report

**To: Mayor and Council**

**Fr: Lauren D'Argis, Corporate Services Manager**

**Re: Investment Report including Kenora Citizens' Prosperity Trust Fund**

### **Recommendation:**

That Council of the City of Kenora hereby accepts the 2014 Fourth Quarter investment report that includes details of the Kenora Citizens' Prosperity Trust Fund and other City of Kenora Investments.

### **Background:**

Kenora Citizen's Prosperity Trust Fund (KCPTF):

In 2008, City Council approved the establishment of the Kenora Citizens' Prosperity Trust Fund. The proceeds of disposition from the sale of the KMTS entities of \$40,896,446 were transferred to this Fund.

In order to offset lost net revenues as a result of the sale of the KMTS entities, the City requires an annual return of \$1,100,000 in income from the Trust, in addition to the elimination of long term debt payments which occurred in 2007. This transfer has not been deducted from the investment values below. Any erosion of the balance of the Trust will result in an additional burden on City taxpayers.

The first KCPTF portfolio is with the ONE Public Sector Group of Funds and accounts for almost one quarter of the Trust Fund. The market value of this investment at December 31, 2014 is \$8,909,669. (This is a decrease of \$158,332 in market value from September 30, 2014. \$375,483 is related to the debt payments and the \$1.1M of income taken into the city and \$217,151 is related to improvements in market value.) Until June, 2014, all ONE Fund investments were held in a bond fund. In an attempt to increase the returns on these investments, some of the funds are being slowly migrated to the ONE equity fund. As at December 31, 2014, \$5.4M has been transferred. The year to date actual return on ONE fund investments for 2014 is 0.51%. (Net of the debt payments and the \$1.1M of income, the rate would be 4.59%.) This rate reflects the total return including market impact. The return on book value for 2014 is 2.61%.

The second and largest KCPTF portfolio is managed by Manulife Asset Management with RBC Dexia Investor Services as custodians. The City receives quarterly reports and information from the December 31, 2014 report is attached. The market value of these investments is \$24,365,554 (\$209,691 higher than the value at the end of September 2014). Securities held in this portfolio are largely bank and federal and provincial government issues. The annualized return on these funds for the year is 2.97%. The rate

of return since inception is 3.21%. These returns also take the market impact into account.

In addition, the KCPTF holds \$7,852,338 in debt from the City of Kenora. The rate of return on this debt is 3%.

**Other Investments:**

The City of Kenora maintains investment portfolios separate from the Kenora Citizen's Prosperity Trust Fund. These investments are entirely held in the ONE Public Sector Group of Funds and the market value at September 30, 2014 is \$11,690,660.95. (This is an increase of \$474,044.15 in market value from September 30, 2014. \$375,483 of this increase is due to the debt payments and the \$1.1M of income.) All of these ONE Fund investments are held in a bond fund. The return for this portfolio for 2014 is 6.2%. This rate reflects the total return including market impact and the debt payments and the \$1.1M of income. The return on book value for 2014 is 2.73%.

**Budget:**

There is no expected budget impact as a result of this report.

**Communication Plan/Notice By-law Requirements:**

For information only

**Strategic Plan or other Guiding Document:**

Report is required per City of Kenora Policy CS 4-2.

# HOLDINGS

Security Id	Security Description	Rating	Coupon (%)	Maturity Date	Par Amount (\$000's)	Original Cost (\$)	Price (\$)	Current Yield	Accruals (\$)	Market Value + Accrual (\$)	% of Portfolio
<b>Fixed Income</b>											
<b>Canada</b>											
<b>Agency</b>											
69363TAE2	PSP CAPITAL INC 2.26% 2/16/201	Aaa	2.26	2/16/2017	250.00	253,875.00	102.02	1.29	2,136.16	257,175.33	1.06
13509POX8	CANAOA HOUSING TRUST 2.05% 6/1	Aaa	2.05	6/15/2018	1,958.00	1,984,041.40	102.12	1.42	1,869.49	2,001,401.02	8.21
13509POF7	CANAOA HOUSING TRUST 2.05% 6/1	Aaa	2.05	6/15/2017	1,500.00	1,537,050.00	101.95	1.24	1,432.19	1,530,697.43	6.28
	<b>Total Agency</b>				<b>3,708.00</b>	<b>3,774,966.40</b>				<b>3,789,273.78</b>	<b>15.55</b>
<b>Corporate</b>											
891145YM0	TORONTO-DOMINION BANK 2.17 1% 4	Aa2	2.17	4/2/2018	1,730.00	1,738,563.50	100.77	1.93	9,363.85	1,752,679.49	7.19
633067XJ7	NATIONAL BANK OF CANADA 2.794%	Aa3	2.79	8/9/2018	1,610.00	1,649,284.00	102.77	1.99	17,870.12	1,672,433.50	6.86
06367VHF5	BANK OF MONTREAL 3.21% 9/13/20	Aa3	3.21	9/13/2018	3,235.00	3,366,152.60	104.31	2.00	31,295.30	3,405,615.46	13.97
780086GH1	ROYAL BANK OF CANADA 2.77% 12/	Aa3	2.77	12/11/2018	1,500.00	1,528,875.00	102.65	2.07	2,390.55	1,542,183.05	6.33
13595ZL80	CANADIAN IMPERIAL BANK 2.22% 3	Aa3	2.22	3/7/2018	3,150.00	3,170,947.50	100.92	1.92	22,224.33	3,201,149.08	13.14
064149W37	BANK OF NOVA SCOTIA 2.75% 8/13	Aa3	2.75	8/13/2018	1,720.00	1,759,216.00	102.71	1.97	18,272.05	1,784,920.22	7.33
	<b>Total Corporate</b>				<b>12,945.00</b>	<b>13,215,036.60</b>				<b>13,356,980.80</b>	<b>54.82</b>
<b>Government</b>											
135087ZV9	CANAOIAN GOVERNMENT 1.5% 3/1/2	Aaa	1.50	3/1/2017	850.00	861,092.50	101.09	0.99	4,261.64	863,512.33	3.54
<b>Municipal</b>											
975026EP6	CITY OF WINNIPEG 9.125% 5/12/2	Aa1	9.13	5/12/2015	100.00	111,600.00	102.77	1.50	1,250.00	104,016.00	0.43
891288CV2	CITY OF TORONTO 4.85 07/28/201	Aa2	4.85	7/28/2016	150.00	162,870.00	105.54	1.29	3,103.74	161,406.96	0.66
626209HW3	BC MUN FIN 4.15% 10/13/2015	Aaa	4.15	10/13/2015	1,576.00	1,702,237.60	102.32	1.16	14,374.51	1,627,000.75	6.68
626209J99	BRITISH COL MUN FIN 4.65% 2016	Aaa	4.65	4/19/2016	200.00	215,000.00	104.52	1.14	1,890.66	210,923.03	0.87
	<b>Total Municipal</b>				<b>2,026.00</b>	<b>2,191,707.60</b>				<b>2,103,346.74</b>	<b>8.64</b>
<b>Provincial</b>											
01286POS4	ALBERTA CAP FINANCE AUTH 3.05%	Aaa	3.05	6/15/2015	807.00	838,150.20	100.87	1.14	1,146.38	815,151.14	3.35
68323ABR4	ONTARIO (PROVINCE OF) 2.1% 9/8	Aa3	2.10	9/8/2018	400.00	403,800.00	102.01	1.54	2,646.58	410,700.50	1.69
12741RAC3	CADILLAC FAIRVIEW FINANC 3.64%	Aaa	3.64	5/9/2018	300.00	316,800.00	106.51	1.64	1,585.64	321,125.18	1.32
74814ZDH3	QUEBEC PROVINCE 4.50 12/01/16	A1	4.50	12/1/2016	150.00	163,200.00	106.19	1.22	574.86	159,858.18	0.66
683244A09	ONTARIO SCHOOL BOARDS FIN CRP	Aa3	6.25	10/19/2016	100.00	112,950.00	108.53	1.43	1,270.60	109,804.30	0.45
642866FV4	NEW BRUNSWICK PRO 4.3 12/03/15	A1	4.30	12/3/2015	100.00	106,160.00	102.90	1.14	342.58	103,237.58	0.42
	<b>Total Provincial</b>				<b>1,857.00</b>	<b>1,941,060.20</b>				<b>1,919,876.86</b>	<b>7.89</b>
	<b>Total Canada</b>				<b>21,386.00</b>	<b>21,963,865.30</b>				<b>22,034,990.53</b>	<b>90.44</b>

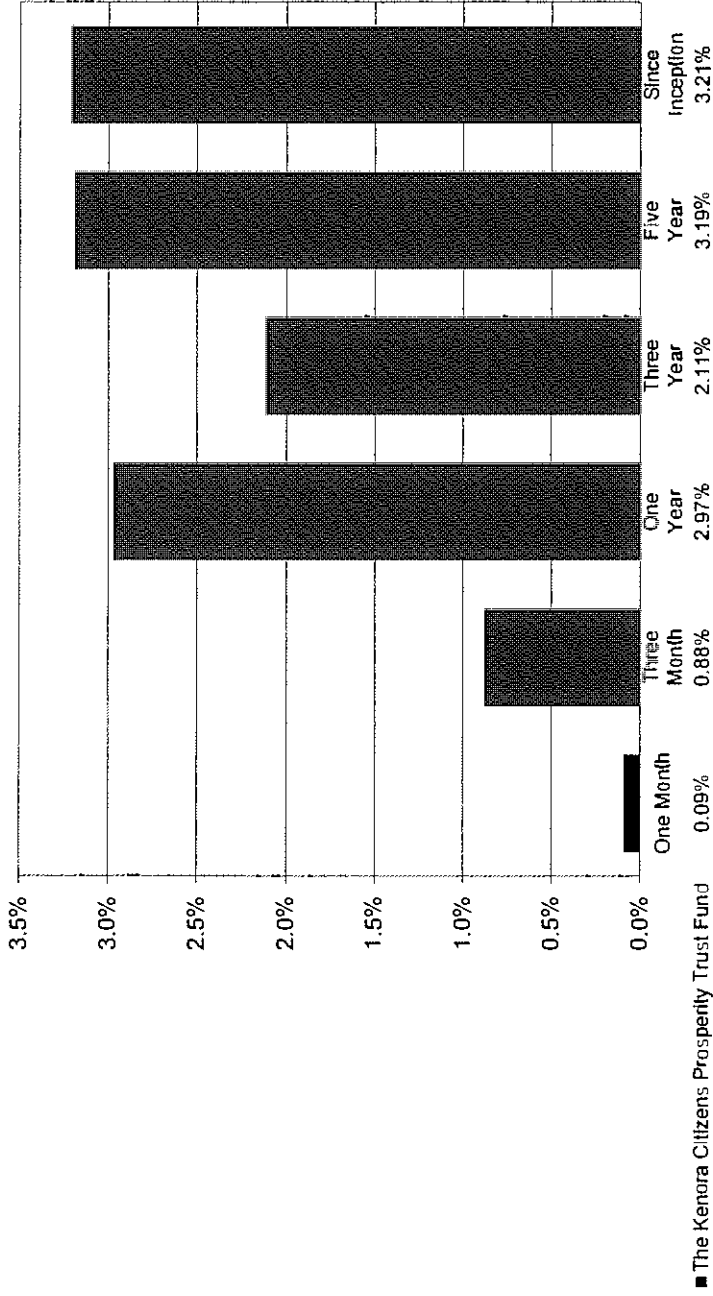
Security Id	Security Description	Rating	Coupon (%)	Maturity Date	Par Amount (\$000's)	Original Cost (\$)	Price (\$)	Current Yield	Accruals (\$)	Market Value + Accrual (\$)	% of Portfolio
<b>Cash &amp; Short Terms</b>											
<b>Canada</b>											
-CAO CASH	Canadian Ooliar Cash		0.00	-	0.00	19,989.86	0.00	-	0.00	19,989.86	0.08
135027U69	CANAOA T-BILL 2/12/2015	P-1	0.95	2/12/2015	500.00	499,490.00	99.90	0.87	0.00	499,490.00	2.05
135027VH4	CANADA T-BILL 5/7/2015	P-1	1.00	5/7/2015	600.00	598,092.00	99.68	0.91	0.00	598,092.00	2.45
135027VV3	CANAOA T-BILL 08/27/2015	P-1	0.00	8/27/2015	1,100.00	1,093,158.00	99.38	0.95	0.00	1,093,158.00	4.49

# HOLDINGS

Security Id	Security Description	Rating	Coupon (%)	Maturity Date	Par Amount (\$000's)	Original Cost (\$)	Price (\$)	Current Yield	Accruals (\$)	Market Value + Accrual (\$)	% of Portfolio
1350Z7VU5	CANADA T-BILL 02/26/2015	P-1	0.00	2/26/2015	120.00	119,833.20	99.86	0.89	0.00	119,833.20	0.49
Total Canada					2,320.00	2,330,563.06				2,330,563.06	9.56
Total Cash & Short Terms					2,320.00	2,330,563.06				2,330,563.06	9.56
Total Portfolio						24,314,426.36				24,366,553.59	100.00



# INVESTMENT RESULTS



Performance Inception Date: April 30, 2009  
 Periods in excess of 1 year are annualized  
 Returns are Gross of Fees unless otherwise noted



**February 27, 2015**

## **City Council Committee Report**

**To: Mayor and Council**

**Fr: Lauren D'Argis, Corporate Services Manager**

**Re: Kenora Curling Club request for Property Tax Relief**

### **Recommendation:**

That in accordance with By-Law number 51-2001 Council of the City of Kenora continues to excise property tax on organizations such as the Kenora Curling Club.

### **Background:**

Community organizations like the Kenora Curling Club pay about \$90k to the City of Kenora in property tax each year. Making these organizations tax exempt will push this cost onto other Kenora rate-payers. This would equate to a 0.4% property tax increase to Kenora residents (based on the 2015 tax rate).

On January 13, 2015, the Kenora Curling Club made a presentation to council to request relief from property taxes due to the financial difficulties of the Club. This matter was reviewed and considered but the recommendation is to deny this request.

Organizations like the Kenora Curling Club provide significant value to the City of Kenora by providing recreation and a social gathering place for residents. These organizations should be encouraged by the city. Changing the charitable organization bylaw to exempt the Kenora Curling Club, however, would remove the choice of residents between not-for-profit organizations such as sporting clubs or community service organizations and leave City Council selecting which organizations should have preferential treatment.

Per the Municipal Act 2001, Chapter 25, 361, every municipality shall have a tax rebate program for eligible charities. At the least, this program needs to offer a 40% rebate to charities registered with CRA on their commercial and industrial taxes. Municipalities have the option of increasing the 40% or including organizations that are "similar to eligible charities".

In 2001, the City enacted Bylaw 051-2001 which complies with this directive and offers a 40% tax rebate to CRA registered charities on their commercial and industrial taxes.

City Council has the right, but staff recommends otherwise, to retract bylaw 051-2001 and pass a new bylaw that includes rebates between 40% and 100% for organizations that are similar to CRA registered charities.

Should Council decide to extend this program to other organizations and increase the rebate to 100%, it is likely that many other identified organizations will all apply and qualify for the rebate. (In fact, staff has already spoken to one on the phone who indicated this.) The total municipal tax dollars that would be lost from identified organizations alone is over \$90k in 2014 municipal tax dollars. It is likely more organizations will find a way to qualify if it means a 100% tax rebate.

The definition of what is similar to CRA registered charities could be interpreted to include many other not-for-profit organizations such as sporting clubs or community service organizations. City Council would need to create guidelines for determining which organizations qualify which would lead to City Council influencing which types of recreation and other groups ultimately exist in the city of Kenora.

Mount Evergreen does not pay property tax. This is not because it is a not-for-profit organization such as a sporting club or community service organization. This was how it was initialized by the then town of Jaffray Melick. The City of Kenora has grandfathered this agreement but has not initialized any organizations in this fashion since for reasons indicated in this report.

The Kenora Golf & Country Club pays property tax, but would probably request exemption should City Council elect to change bylaw 051-2001.

The Keewatin Curling Club pays property tax, but would probably request exemption should City Council elect to change bylaw 051-2001. It also pays its share of the utilities, and maintenance, overhauls and repairs to the compressors and equipment that it shares with the City. The assessment by the Province via MPAC for the Keewatin Curling Club is substantially lower than the assessment made by the Province for the Kenora Curling Club, but this is not within the control of City Staff or Council.

The Recreation Centre and Community Clubs do not pay property tax as they are facilities owned by the City and are, therefore, exempt.

Recently, under a section of the legislation aimed at assisting veterans, Council provided an exemption for the Kenora Legion. Also recently, Council provided an exemption to the Kenora Airport because it is a Municipal Capital Facility and providing a service that could be provided by the municipality. Neither of these organizations were exempt as not-for-profit organizations such as sporting clubs or community service organizations.

There are also many organizations within the City that are exempt from taxes per Section 3 of the Assessment Act. Some examples are cemeteries, certain religious lands, certain educational institutions, public hospitals. Section 3 of the Assessment Act does not apply to not-for-profit organizations such as sporting clubs or community service organizations.

**Budget or Finance implications:** NA

**Communication Plan/Notice By-law Requirements:**

A letter will be sent with a copy of the resolution, this report and any ideas that City Staff have for assisting the Kenora Curling Club in its financial difficulties.

**Strategic Plan or other Guiding Document:**

Trust & Respect: We demonstrate integrity, honesty, fairness, transparency and accountability in all of our actions.

Fiscal Responsibility: We manage the municipal finances in a responsible, prudent and transparent manner.

**27 February 2015**

## **City Council Committee Report**

**To: Mayor and Council**

**Fr: Karen Brown, CAO**

**Re: Managed Alcohol Program Tax Relief**

### **Recommendation:**

That Council hereby approves exempting the property leased for the purposes of the Municipal Alcohol Program from property taxes under Section 110 of the Municipal Act, 2001 – Municipal Capital Facilities, effective February 1, 2015; and

That this approval be conditional upon that program continuing to lease that property for the purpose of operating the Managed Alcohol Program; and further

That City administration be directed to ensure the appropriate by-law and agreements are developed and brought back to Council for formal approval.

### **Background:**

In September 2013, Council approved the Homelessness & Behavioural Issues (H&BI) Task Force Work Plan. This plan identifies a number of opportunities and strategies designed to work towards addressing and ending homelessness in Kenora. This work plan was adopted by Kenora City Council in September 2013, and subsequently included in its entirety in the Kenora District Services Board (KDSB) Ten Year Plan – “A Place for Everyone”.

One of the strategies identified in the H&BI Work Plan is the implementation of a Managed Alcohol Program (MAP) in Kenora. The Kenora Substance Abuse and Mental Health (KSAMH) Task Force has been proactive in pursuing this opportunity. In January 2015, Changes Recovery Home, working as lead for this initiative, announced that they had been successful in obtaining funding and that the MAP they had been working on for the past two years would become a reality in 2015. A copy of that press release has been attached for your reference.

Since the beginning of 2015, City staff have been meeting on a regular basis with representatives of the MAP Committee, together with their related contactors, to help ensure that this project was moving forward as needed. The MAP Committee has identified and leased a suitable location, and the required works to prepare the facility for this program are ongoing.

The MAP Committee has advised that their funding agreement with the Local Health Integrated Network (LHIN) will cover basic operations, but is insufficient to pay for the property taxes on the building. The property has been leased and the MAP is responsible for paying their own property taxes in addition to the lease costs. As a result, this committee has requested consideration from Council to waive the property taxes on the building.

The City has obtained a legal opinion confirming that this facility can be exempted under the provisions of Section 110 of the Municipal Act, 2001 – Municipal Capital Facilities. Council has taken on a leadership role in addressing the issues of homelessness and related behavioural issues through the adoption of the H&BI Work Plan. This program represents one of the strategies that was clearly identified in that work plan. As a result, it is being recommended that the City support this program through exempting the property leased for that purpose from property taxes.

**Budget / Financial Implications:**

The municipal share of property taxes on the existing buildings intended for use under the MAP is estimated at \$5,211 per annum. The property was leased effective February 1, 2015, which represents eleven months or an estimated \$4,777 for 2015.

It is important to note that once the building renovations are complete that the property taxes are anticipated to be higher, although this amount is not known at this time. Only the current taxes have been incorporated into the budget for the City's 2015 tax levy.

**Communication Plan/Notice By-law Requirements:**

Changes Recovery Home and the MAP Committee will be advised as to Council's decision on this matter.

**Strategic Plan or other Guiding Document:**

**Homelessness and Behavioural Issues Work Plan**

- **Opportunity #3 – Prioritize Eliminating Chronic and Episodic Homelessness, Substance Abuse and Behavioural Issues**
  - Implement a Managed Alcohol Program (MAP). The following should be noted with regards to a proposed MAP for Kenora:
    - The MAP is considered to be in line with the Housing First Philosophy Strategies, with individuals being treated through a facility which provides accommodation and requires staying in the facility for treatment.
    - The MAP is considered a harm reduction program, and has been proven to reduce behavioural issues within a community.
    - A transition plan for treatment should be developed for any individuals that would be considered eligible.

**City of Kenora Strategic Plan – Our Vision is 20 / 20**

- **1-1: The City will** provide clear and decisive leadership on all matters of economic growth in Kenora and the surrounding district
- **2-5: The City will** encourage new housing partnerships leveraging the skills and expertise of public sector, private sector and community based agencies within Kenora and beyond
- **2-6: The City will** support the development of a diverse range of housing types with an emphasis on affordable options for families, seniors and individuals in need of transitional and emergency housing



## ***Media Release***

### ***Managed Alcohol Program Introduced in Kenora***

**January 12, 2015 – Kenora** – Changes Recovery Homes, along with over 35 partnering agencies, announced today that the Managed Alcohol Program proposal they have been working on for the past two years will become a reality in 2015.

In partnership with many key agencies in the Kenora area, including the Local Integrated Health Network (LHIN), Kenora Substance Abuse and Mental Health Task Force, Northwestern Health Unit, Kenora OPP, Lake of the Woods District Hospital, and the City of Kenora, Changes Recovery Homes will lead the development of this program.

The objective of this program is to reduce the number of homeless men and women, who are addicted to alcohol, and provide them with a safe clean environment to manage their addiction. The program addresses and closes a longstanding gap in services in our community. This program is the next step in the community's overall plan to reduce homelessness and alcohol-related addictions in our community.

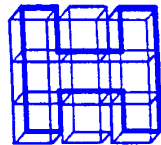
Managed Alcohol Programs have been proven to be effective in numerous other communities with high-risk alcohol-related problems. There is extensive "evidence based" research that these programs work well. They are effective to provide homeless men and women with severe alcohol problems a safe way to manage their addiction. Prolonged heavy alcohol use increases the risk of numerous physical diseases, while episodes of intoxication increase risk of self-inflicted and accidental injuries. Many of these at-risk persons resort to use of non-beverage source alcohol such as rubbing alcohol, mouthwash, hairspray and alcohol-based hand sanitizers. This program addresses the use of these non-beverage source alcohols through a managed program.

Research has demonstrated that the health and social benefits of a Managed Alcohol Program are extensive. Not only does participation improve the overall health and well-being of the participant, it also reduces the use of services such as police, ambulance, correctional services, withdrawal services and visits to the Hospital Emergency Room. It provides these vulnerable men and women with a better quality of life, stabilization with a *Housing First* philosophy, and reduces the risk of non-beverage alcohol use.

The working committee in partnership with numerous agencies carefully considered the site selected for this program. Community agencies collaboratively identified what

would be needed, and researched other successful programs throughout the country. The chosen location is the only site that fits all of the requirements that were identified for the program. We, along with other community agencies are making every effort to assist tenants currently residing at this location in finding alternative accommodation.

The Managed Alcohol Program is designed to target the most severe, chronic alcoholics at highest risk. These are individuals who have not been able to achieve success through detox and abstinence based programs. A local committee comprised of the Ontario Provincial Police, Lake of the Woods District Hospital, Changes Recovery Home and the Northwestern Health Unit will collaboratively identify the potential clients for the program.



For further information contact:

Mark Simkin, Member of the Board of Directors Changes Recovery Homes' [msimkinone@gmail.com](mailto:msimkinone@gmail.com) or Michelle Queen, Executive Director, Changes Recovery Home [michelle.queen@changesrecovery.ca](mailto:michelle.queen@changesrecovery.ca)



**March 2, 2015**

## **City Council Committee Report**

**To: Mayor and Council**

**Fr: Heather Kasprick, Manager of Legislative Services**

**Re: Municipal Alcohol Policy Annual Review**

### **Recommendation:**

That Council hereby approves the amended City of Kenora Municipal Alcohol Policy #LS-3-1; and

That Council gives three readings to a by-law to amend the Comprehensive Policy Manual for this purpose; and further

That By-law Number 65-2014 be hereby repealed.

### **Background:**

The Municipal Alcohol Policy mandates that the policy is reviewed annually to meet the changing regulations and requirements that come with groups hosting their events on municipal property or in municipality owned facilities.

A meeting was held in February to review the policy. Present for the discussion was Crystal Stokes, Special Events Coordinator, Megan Derouard, Recreation Programmer, Shelley McCool, Lake of the Woods Insurance Heather Lajeunesse, Deputy Clerk and myself. This was an opportunity to review and receive feedback on the current policy and review changes to the Alcohol and Gaming Commission special occasions permits. I have had verbal conversations with the local liquor inspector regarding our policy and he is very supportive of how thorough our policy is compared to other municipalities that he has worked with in southern Ontario and indicates that this policy assists him in enforcing things that may not be covered under provincial law.

### **Budget:**

N/A

### **Communication Plan/Notice By-law Requirements:**

Will be distributed to all major user groups and internally to our key staff who deal with special events.

### **Strategic Plan or other Guiding Document:**

This is a housekeeping matter in administrative nature to update our current policy.



## Municipal Alcohol Policy

<b>Section</b>	<b>Date</b>	<b>By-Law Number</b>	<b>Page</b>	<b>Of</b>
Legislative Services	May 20, 2014	65-2014	1	25
<b>Subsection</b>	<b>Repeals By-law Number</b>		<b>Policy Number</b>	
Municipal Alcohol	51-2013		LS-3-1	

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### **1.0 Definitions for the Municipal Alcohol Policy**

#### Applicant

Means - any person or organization applying to hold an event on City property and includes the person or organization on whose behalf such persons apply or seek permission to hold the event, the person whose name is listed as the permit holder on a Special Occasion Permit, and the person listed as a sponsor on a Caterer's Endorsement for such event.

#### Caterer's Endorsement

Means - a Caterer's Endorsement, is issued by the AGCO and permits the sale and service of beverage alcohol at an event that is in an area other than a licensed establishment. The catered event must be sponsored by someone other than the license-holder.

#### City Staff

Means - where there is a reference to reporting to, or contacting staff of the City of Kenora means the City of Kenora staff identified by the City as the contact for either M.A.P. purposes or the facility or premises in question as the context requires.

#### Delegate, in reference to the Event Applicant or Organizer

Means - an employee, agent, servant, representative, partner or other individual designated by the Event Organizer to manage the Event or to ensure compliance with the Event Organizer's responsibilities under the M.A.P.

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#### Event

Means - any gathering, of any kind, whether social, business or otherwise on City property. The event may include the set-up, tear down, clean-up and other activities that occur in, on or around any City properties related to the preparations for, conduct of or finalization of the event and use of City property.

#### Event Worker

Means - any representative, agent, partner, employee, servant, contractor or other individual or entity working on the Event for the Event Organizer, and includes volunteers, the Event Organizer, an Event Organizer's Delegates, Servers and Floor Monitors, Ticket Sellers, Door Monitors

#### M.A.P.

Means - the City of Kenora's Municipal Alcohol Policy

#### Monitor

Means - an Event Worker for purposes other than being a Server.

#### Outdoor Events

Means - those which take place outdoors **or** in a temporary structure, such as a tent or marquee. The Whitecap Pavilion is a permanent structure and NOT considered a tent or marquee.

The outdoor area must be clearly defined and separated from unlicensed areas by a minimum 36" (0.9m) high partition. This separation applies for alcohol related events taking place under the Whitecap Pavilion.

#### Server

Means - an Event Worker serving or selling alcoholic beverages or selling or providing tickets for redemption for such alcohol, or who is acting as a bartender.

#### Special Occasion Permit (SOP)

Means - a permit is needed **any** time liquor is offered for sale or given away **or** served **anywhere** other than in a licensed establishment or a private place. Private place is an indoor area usually not open to the public and not open to the public during the event (for example, a residence or private office).

Special Occasion Permits are for **occasional**, special events only, and not for personal profit. If you intend to serve liquor for personal profit, you must obtain a liquor sales licence. A permit may be revoked if the Registrar has reason to believe the event is being used for personal gain.

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Definitions of Types of Events and Requirements under the Alcohol and Gaming Commission of Ontario Special Occasion Permits are either Sale or No Sale and are issued for specific types of events.

**Sale**

Means - a Sale permit is required for events where money is collected for liquor through:

- An admission charge to the event;
- Admission or liquor tickets sold to people attending the event; or
- the collection of money for liquor before the event.

When you buy liquor for your sale event, you will be charged an additional levy fee because you are reselling the liquor. The levy assists you as you will not have to collect or remit sales tax on the liquor you sell at the event. Levy receipts for all liquor purchases must be readily available for inspection by AGCO Inspectors or police.

As the holder of a sale permit for a Reception, Trade Show or Consumer Show Event, you may not profit directly or indirectly from the sale of liquor at the event.

**No Sale**

- Means - a No Sale permit is issued when:
- Liquor is served without charge;
- No money is collected directly or indirectly for liquor from guests; and
- The permit holder absorbs all the cost.
- No levy fee is charged on liquor for a no sale event.

**Private Reception (Sale and No Sale)**

- Means - Receptions are private events for invited guests only.
- Notification is limited to invited guests only and must not mention the availability of liquor.
- The general public must not be admitted to a reception event.
- Reception events cannot be advertised to the general public.

**Public Event (Sale)**

- Means - Public Event permits can be issued:
- To a registered charity under the Income Tax Act (Canada); to a non-profit organization or association organized to promote charitable, educational, religious or community objects; or for an event of municipal, provincial, national or international significance. These events may be held to raise funds for charitable, educational, religious or community objects.

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**Note: Individuals cannot fundraise by selling liquor.**

A Special Occasions Permit holder that is not a registered charity or non-profit organization or association may hold a Public Event if the event is:

- An event of municipal, provincial, national or international significance; OR
- An event of municipal significance and is designated by municipal council through the clerk’s office as an event of municipal significance. A duly authorized letter from the City Clerk’s Office shall suffice where a Council Resolution is requested to be included with a permit application.

**2.0 Areas Designated for Conditional Use of Alcohol**

Any building or property owned by the City of Kenora may be eligible for Special Occasion permit/Caterer’s Endorsement provided the regulations of the City of Kenora Municipal Alcohol Policy and said property and/or building regulations are adhered to and the request is reasonable and does not interfere with the intended purpose of the facilities core function.

Designation of Public Events that must be considered “municipally significant” for the purposes of application for a Special Occasions Permit can be done so through the authority of the office of the City Clerk. Council of the City of Kenora delegates its authority to the City Clerk to issue, at the Clerk’s discretion, the necessary approval letters for the Alcohol and Gaming Commission of Ontario to issue Special Occasions Permits to various persons or organizations as required for events taking place on municipal property in accordance with the Municipal Alcohol Policy.

In order to be eligible to rent a municipally owned facility, the applicant shall be 19 years of age and demonstrate to the satisfaction of the facility representative that he/she has read the City of Kenora Municipal Alcohol Policy, signed, and agreed to comply with the conditions set forth in this Policy.

The City of Kenora will not consider application for the service of alcohol for any public event where children, youth and/or family are the focus. Private events will be considered on an individual basis under the terms of this policy.

Any individual or organization bringing alcohol on designated City of Kenora facilities and properties must have a Special Occasion Permit and before obtaining a Special Occasion Permit must have prior approval of the City of Kenora, from the applicable Manager or designate responsible for the municipal building or property being utilized for that purpose.

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### **3.0 Event Signage**

A positive message, referring to the Municipal Alcohol Policy and its slogan, shall reinforce the perception that the Municipal Alcohol Policy is a desirable asset to the community.

Signs provide authoritative support to servers and supervisors should they have to refuse service to consumers approaching the point of intoxication. In Ontario it is illegal for anyone to serve a person to the point of intoxication.

The following wording/signs shall be prominently displayed in Special Occasion designated facilities. The signs may be provided by the City of Kenora and where necessary shall be erected by the Special Occasion Permit/Caterer's Endorsement holder.

1. All Special Occasion permits/Caterer's Endorsements holders shall make available their acquired liquor license or special occasions permit and receipts of purchased liquor.
2. Signage Provided by The City of Kenora-
  - The City of Kenora strives to provide recreation facilities for the enjoyment of all members of the community.
  - Our servers are required by law not to serve an intoxicated person or to serve anyone to the point of intoxication.
  - Event applicants are pleased to provide low and non-alcoholic beverages as well as food items.
  - The Municipal Alcohol Policy states that there shall be a limit of six (6) drink tickets sold at any one time.
3. Event Organizer's Safe Transportation Strategy (see section 4.0)
4. Sandy's Law event signage is required at all serving locations. See AGCO website for details or example of signage.

### **4.0 Safe Transportation Strategy**

The risk of liability is especially high when an intoxicated patron leaves an alcohol related event. Safe transportation options are essential since the only way to sober up an intoxicated person is with time.

Event organizers shall be responsible for providing safe transportation options for all drinking participants at the event. (Special Occasion Permit Holder Agreement - Appendix "E").

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These safe transportation options may include:

- The requirement to have a designated driver strategy. Your strategy may include information such as the names of the person(s) that could use a personal vehicle to drive impaired participants to a place of safety.
- The promotion of taxis, buses, or other forms of alternate transportation; and/or,
- Transportation provided by the event sponsor.
- Post warnings that police will be called should impaired drivers attempt to get behind the wheel of a vehicle.
- If necessary, call police to warn or apprehend the impaired driver.

If an uncontrollable situation develops in relation to intoxicated patrons driving their/others vehicles, the applicant, servers or security designate, or if present an approved City representative, shall call the police and request that the intoxicated patrons be apprehended to ensure they do not drive while intoxicated.

The provision of a taxi service alone is not a substitute for a safe transportation driver strategy. Applicants shall ensure other forms of transportation are also available.

**The applicant shall remain on the premises until all the patrons have left the premises by a safe and satisfactory means of transportation.**

### **5.0 Service of Non-Alcoholic Beverages and Food Items**

In order to be eligible to rent a municipally owned facility the applicant shall demonstrate to the satisfaction of the facility representative that non-alcoholic beverages and an adequate supply of food shall be available to persons attending the event. Snacks such as chips, peanuts or popcorn are not an acceptable substitute for this requirement. Appendix "G" must be completed and submitted as part of the agreement to this policy.

### **6.0 Certification/Training - Smart Serve Program**

In order to allow the usage of a City of Kenora facility or property for a Special Occasion Permit function, the event sponsor must use bartenders, servers, alcohol ticket sellers, and door monitors with certification from a recognized Ontario-based server program. Caterers are required to have all personnel who have contact with the sale or service of alcohol trained under the Smart Serve Program.

When event workers are supplied by the facility renter, Smart Serve Program certification must be provided seven (7) days prior to the event to the designated City staff (see Appendix "C").

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If certified event staff is not available for all positions a non-certified event staff must be paired with a certified event staff. Anyone working on their own must be certified. Example: A floor supervisor standing on their own must be certified. Two ticket sellers sitting at the same table one shall be certified the other may be uncertified. Door staff must be 19 and certified (see Appendix "A")

Those individuals who are 18 years of age and are legally entitled to serve alcohol and are server certified (Smart Serve) will be permitted into an age of majority event only for the purpose of volunteering or working the event; and only under the supervision of another age of majority volunteer that has Smart Serve. Individuals who are 18 years of age must leave any age of majority event as soon as their service is complete.

The City of Kenora, by requiring the presence of trained bartenders, servers, alcohol ticket sellers and door monitors at alcohol related events (Appendix "A"), is better able to manage the risk and responsibilities as the owner of the facility.

### **7.0 Youth Admittance to Events where alcohol is being served**

In order to be eligible to rent a municipally-owned facility, the applicant shall agree that persons under the Ontario legal drinking age shall not be admitted to public adult/age of majority social events where alcohol is *available* and also that persons under the Ontario legal drinking age shall not consume alcohol at any event.

For certain functions it may be permissible to allow minors into a facility where alcohol is being served. **Permission for a variance shall be made through the City Clerk's office.** This variance is for the purpose of a family social function (i.e. wedding, anniversary, entertainment staff performing, sports tourism event, etc.) or community event were children and youth are part of the overall event.

Anyone who appears to be under the age of 25 shall be required to show a Government issued document with a photograph as identification before they are allowed into an age of majority event/facility. In some cases it may be necessary to show at least two acceptable pieces of identification.

Individuals under the age of 19 shall not be allowed to consume alcoholic beverages. Anyone serving individuals under the age of 19 shall be required to leave the event and will be charged by the appropriate authorities.

Likewise, anyone consuming alcohol under the age of 19 shall be required to leave the event, and will be charged by the appropriate authorities.



Minors who are part of the entertainment may be permitted at the event without a variance, however, must leave the event once they have completed their performance.

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**8.0 Strategies and Controls for Preventing Problems**

**9.0 Special Occasion Permit Holder Responsibilities**

9.1 It is the responsibility of the permit holder to abide by all laws and policies established on the terms and conditions of the special occasions permit along with provincial laws pertaining to serving alcohol. The Special Occasion Permit holder or designate who shall be named on a form provided by the Registrar of Alcohol and Gaming Commission of Ontario, must be present for the duration of the entire event. The Special Occasion Permit must be submitted to the designated City Representative at least seven (7) days prior to the event.

10 The Special Occasion Permit and levy receipt (for liquor sale events) must be available upon request during the entire time the event is in progress. The form naming the designate must be posted with the Special Occasion Permit.

10.1 All permit holder responsibilities outlined in the AGCO application must be adhered to.

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**Facility Signator (Renter) Responsibilities**

10.2 The Special Occasion Permit holder must follow the event worker ratio as outlined in Appendix "A".

10.3 When event workers are supplied by the facility renter, the Special Occasion Permit holder must provide a list 7 days prior to the event of door monitors, bartenders, servers and alcohol ticket sellers with their proof of certification and that such list shall be posted with the group's Special Occasion Permit (Appendix "C").

10.4 All event workers must be of the age of majority, and where required, recognized as certified under a Smart Serve program. Age of majority for

serving is 18 years old but for drinking alcoholic beverages it is 19 years old. This would exclude food catering and kitchen staff if not involved in the service of alcohol.

- 10.5 All event workers (door and floor monitors, bartenders, servers, alcohol ticket sellers etc.) must refrain from alcohol consumption during the event or until their shift is completed.
- 10.6 For public events, all door and floor monitors, bartenders, servers and alcohol ticket sellers, acting in official capacity at the event, will be required to wear an I.D. name tag or some type of identification that states they are event workers, eg. T-shirts, or vests, lanyard with ID.

All entrances and exits to the event must be adequately supervised (Appendix "A"). Where necessary (Appendix "A") each entrance / exit shall be monitored by a minimum of two certified event workers 19 years of age or older.

- 10.7 For Public Events with expected attendance over 350, the special occasion permit/caterer's endorsement holder shall consult with the Detachment Commander, or designate, from the OPP to determine an appropriate ration of off-duty police officers to be hired (at the permit holder's expense) during peak periods (4-hour minimum). Arrangements are to be made with the Detachment Commander or his/her designate at least four (4) weeks in advance. Documentation of the agreement shall accompany this application. (Appendix "B").

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- 10.8 The applicant must ensure that unauthorized persons do not attend the event and ensure that the conditions of the permit and requirements of the Liquor Licence Act are observed. In order to determine whether this is sufficient, the permit holder shall consider:
  - i) The nature and/or history of the event;
  - ii) The size of the premises; and
  - iii) The age and number of persons attending the event.
- 10.9 Event workers must know evacuation procedures and the location of entrance and exit accesses. Event Organizers will sign off on Evacuation Procedure Training (Appendix "F").

10.10 Event workers must have a method of counting attendees to ensure the permit and building capacity is not exceeded, e.g. collect tickets, count clicker. It is the responsibility of the event sponsor to ensure that the building/attendance capacity is not exceeded during the event. If capacity is exceeded, City of Kenora staff or OPP shall close the event.

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- 9.16 At all times that beer is being offered, bottle or draft beer of a light variety shall be offered. Alcoholic beer or coolers of the standard 5.0% or less shall be emphasized as opposed to premium beers or wine coolers of greater alcoholic content. There shall be no selling of high alcohol content beer over 5%.
- 9.17 Only beer, wine and spirits purchased on the permit and Non-Alcoholic beverages shall be sold or consumed on the premises.
- 9.18 There is to be no "Last Call" announced and no Happy Hours. All entertainment shall be completed 15 minutes after time specified as closing time on the special occasion permit.
- 9.19 Patrons shall vacate facilities 45 minutes after time specified as closing time on the special occasion permit or caterer's endorsement.
- 9.20 City of Kenora reserves the right to restrict "sale hours" for Special Occasion Permit functions.
- 9.21 If alcohol is to be given as a contest prize, it must be given when exiting the event.
- 9.22 Wherever practical, any beverage being served at a Special Occasion Permit function will be served in plastic or paper cups unless otherwise discussed with the designated City of Kenora contact. No beverage is to be served in glass containers, unless permission by the designated City of Kenora contact is granted. It is strongly recommended to use different coloured plastic or paper cups in order to distinguish between the alcohol and non-alcohol drinks.
- 9.23 No marketing practices which encourage increased consumption, i.e. oversized drinks, double shots, pitchers of beer, drinking contest, volume discounts will be permitted.

- 9.24 A limit of six (6) drink tickets will be permitted to be purchased by one person at any one time. In the event of weddings and banquets, bottles of wine will be allowed to be served.
- 9.25 All event workers shall wear highly visible identification provided by the applicant.

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- 9.26 A limit of two (2) drinks shall be served to one person at one time.
- 9.27 No double shots shall be poured by the servers at any time.
- 9.28 All alcohol purchased under the LCBO permit must be opened by the event staff and may not leave the serving area in a closed manner.

**10.0 Requirements For Outdoor Public Events**

Outdoor public events held on City property have additional requirements. The following is directly related to the designated areas of parkland or properties that have been licensed to sell alcohol. Interpretation of the requirements shall be clarified upon scheduled meetings with the applicable City Department.

- 10.1 It is recommended that an applicant forward a request for a tentative booking of the parkland or municipal property ninety (90) days in advance. It takes approximately thirty (30) days to process the necessary documents for an outdoor public event.
- 10.2 If it is expected that fewer than 5,000 people will be attending the event the applicant must give 60 days written notice prior to the event date or 90 days written notice if more than 5,000 people are expected to the event, to the Municipality, Police, Fire and Health Unit informing them of the event and identifying the date, time, location, expected attendance and the physical boundaries of their request. This should include a detailed M.A.P. showing the dimension of the area, including entrances, exits and fencing locations.
- 10.3 On many City properties there are underground utilities. Before installing fencing, tents, poles or pegs, utility locates may be required. Please allow three (3) weeks to obtain locates. Events must ensure that no damage occurs on the highway or municipal parking lots. If any damage occurs the applicant is responsible for all costs associated with the necessary repairs. If a tent or marquee is utilized, the applicant must also obtain a building permit from the Building Department prior to erecting. Please allow a minimum of 2 weeks.

The following information must be shown on two sets of drawings submitted with the Building Permit Application for erection of a tent.

10.3.1 The site plan showing the location of the tent in relation to other buildings and other tents, and dimensions from lot lines, buildings or structures.

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10.3.2 The tent must be no closer than 3 m to any fence or any flammable material.

10.3.3 Interior layout of tent and use of the tent, eg. tables, chairs, counters, other fixtures.

10.3.4 Location of fire extinguishers.

10.3.5 If tent exceeds 225 m (2,420 sq. ft.) plans shall be designed and stamped by a professional engineer.

10.3.6 Confirmation of final inspection by a professional engineer shall be submitted to the Building Department prior to occupancy being permitted.

10.4 Confirmation of final inspection by the Electrical Safety Authority shall be submitted for any electrical equipment installed, temporary or otherwise, as required by the Ontario Electrical Safety Code.

10.5 All applications must adhere strictly to the Alcohol and Gaming Commission of Ontario regulations related to location and types of events, as well as the conditions established by the municipality regarding the size of beer garden, setups, tables, washrooms, tents, fencing, recycling containers, distribution methods, garbage clean-up, supervision, noise By-law, parking plan and entrance and exit access.

10.6 The appropriate departments may provide assistance upon all approvals being in place, to groups, addressing the physical "atmosphere of the grounds" being those items referred to above. There normally is a cost to the applicant for required services in terms of materials, supplies and labour prior to, during and after the event.

10.7 The applicant must adhere to the Ontario Fire Code, City of Kenora By-laws and any other current legislation.

- 10.8 Occupant load is to be posted if it exceeds 60 persons for outdoor events.
- 10.9 As required by the Special Occasion Permit, physical barriers (minimum 36 inches high) must be set in place whereby the group or organization can readily monitor patrons within the assigned area.

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- 10.10 The applicant shall notify the Building Department , Fire Services and the North Western Health Unit for all necessary inspections prior to occupancy and use of the structure.
- 10.11 Building Permit is to be posted and clearly visible during the entire time the tent is erected.
- 10.12 Concession Operations Within Fenced In Area – Food service must be provided within/surrounding the area designated for the Beer Garden. Where food is being sold, served or prepared at such events, a letter of permission is required from the Northwestern Health Unit. Requests for concession operations must be submitted by the Group with the original application and forwarded to the designated department.
- 10.13 Fire extinguishers must be provided in the cooking/serving area. The number of fire extinguishers will be determined in consultation with Kenora Fire & Emergency Services. All exit aisles are to be kept clear.
- 10.14 When deemed necessary, security measures are to be implemented in consultation with City of Kenora and OPP (Appendix "B"). Measures must be instituted for overnight security to prevent against theft and vandalism.

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- 11.1 All violations must be reported to the designated municipal staff as soon as possible within 24 hours of the occurrence, or by the start of the next working day, and municipal staff must file an Incident Report.
- 11.2 .

- 11.3 Depending upon the severity of the violation, City of Kenora staff may request the organizers of the event to stop the violation, or the Police may close down the Special Occasion Permit portion of the event.

The organizers will not be reimbursed for any financial loss, which may be incurred as a result of this action. Should the organizers refuse to comply, staff may call the Police for enforcement. If an event becomes "out of control" and requires additional assistance from the Ontario Provincial Police or City of Kenora Fire Services, the Special Event host will be responsible for the costs.

- 11.4 All violations will be reviewed by the appropriate Facility Manager or designate(s) who may terminate (no further rentals), suspend, or modify the rental privileges of the individual or organization.
- 11.5 Where the Special Occasion Permit holders have violated the Municipal Alcohol Policy, the event sponsoring organization will be sent a letter advising of the violation, and indicating that no further violations will be tolerated. City of Kenora and/or the Alcohol and Gaming Commission of Ontario may deny the license for an event if there is a history of problems with the event.
- 11.6 Should the Special Occasion Permit holder violate the Policy within one year of receiving notice of their first violation, the organizers or any person associated with the group, will be suspended from Special Occasion Permit privileges at all City of Kenora facilities for a period of not less than one

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Year. A letter will be sent to the Special Occasion Permit holder and event sponsoring organization advising of the suspension.

- 11.7 The Police or an Inspector of the Alcohol and Gaming Commission of Ontario may intervene in a violation of this Policy on his/her initiative, or in response to a request from either a City staff member or a member of the general public. Depending upon the severity of the infraction, charges may be laid under the Liquor License Act of Ontario, or any other relevant legislation.
- 11.8 Any incidents that take place at your event may affect or jeopardize your rental for future events at City facilities/properties.

**12.0 Policy Monitoring and Revisions**

Effectuated Staff members of the City of Kenora Municipal Alcohol Policy will meet annually to review the content, address concerns and recommend changes.

Policy deviations and amendments:

The Municipal Clerk or CAO (or designate) shall have authority to approve minor deviations to the Municipal Alcohol Policy, based on legislative changes, technical grounds, on an event-by-event basis.

Major amendments to the Municipal Alcohol Policy will require Council approval.

### **13.0 Special Occasion Permit Holder Agreement**

Any approval given by City of Kenora for a Special Occasion Permit event will be conditional upon the event sponsor agreeing, in writing, to follow the Municipal Alcohol Policy (Appendix "E") and upon proof of a Special Occasion Permit/Caterer's Endorsement being issued.

### **14.0 Insurance / Special Occasion Permit**

Individuals or groups sponsoring a Special Occasion Permit function at a City of Kenora facility or on Municipal Property, must provide proof of the Special Occasion Permit or Valid Caterer's Endorsement and a Certificate of Insurance to the appropriate municipal staff, at least seven (7) days prior to the event.

For private events with less than 100 people the Certificate of Insurance must show that the event sponsor has a minimum of five million dollars (\$5,000,000) commercial general liability insurance coverage (must include a Host Liquor Liability endorsement), and that The Corporation of The City of Kenora is named as an additional insured to this Policy.

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For all public events and private events with more than 100 people the Certificate of Insurance must show that the event sponsor has a minimum of 5 million dollars (\$5,000,000) commercial general liability insurance coverage (must include a Host Liquor Liability endorsement), and that The Corporation of The City of Kenora is named as an additional insured to this Policy.

For all public events and private events with more than 350 people that are of age of majority the Certificate of Insurance must show that the event sponsor has a minimum of ten million dollars (\$10,000,000) commercial general liability insurance coverage (must include a Host Liquor Liability endorsement), and that The Corporation of The City of Kenora is named as an additional insured to this Policy. Discretion lies with the Manager of the Department in which the event is being held along with the Risk Assessment Officer for the City of Kenora who shall have final say.

The actual insurance limits required at any level may be amended at the discretion of City of Kenora should it be determined that the risk involved with the event



dictates a higher limit of insurance.

Any event taking place at a City of Kenora facility or on City of Kenora property (parks, parkland, arenas, community centres, etc.) shall require the Permit Holder to enter into a Facility Rental Contract. An Event holder will be required to enter into an Agreement agreeing to indemnify and save the City of Kenora harmless from all claims arising from the Permit or event.

The Corporation of the City of Kenora, through their insurance provider, may be able to provide the opportunity to assist individuals and/or groups who are not sanctioned under an organization or do not have adequate insurance in place.

Individuals must contact their own insurance professional to obtain event liability insurance. A copy of the actual policy must be provided, not just the policy number.

### **15.0 Internal Communication**

The Municipal Alcohol Policy is to be included in City of Kenora Policy Manual and circulated to all staff and Committees who organize and operate functions on behalf of the City of Kenora where alcohol may be served, in order to ensure that those individuals involved in operating licensed events on behalf of the City of Kenora are informed of the Municipal Alcohol Policy and the legal responsibilities they are to adhere to.

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### **Appendix "A"**

#### **Minimum Requirements for Event Workers**

<b>Open/Public Events</b>
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Up to 100 PEOPLE	Minimum # Smart Serve Certified	# Not Smart Serve Certified
Position		
Door Monitors	1	None required
Bartenders	1	*See Note 1 below
Alcohol Ticket Sellers	1	
Floor Monitor	1	

500+ PEOPLE	# Smart Serve Certified	# Not Smart Serve Certified
Position		
Door Monitors	2	2
Bartenders	6+	*see note
Alcohol Ticket Sellers	2	2
Floor Monitor	2	*see note

101 - 200 PEOPLE	Minimum # Smart Serve Certified	# Not Smart Serve Certified
Position		
Door Monitors	1	0
Bartenders	2	0
Alcohol Ticket Sellers	1	*See Note 1
Floor Monitor	1	0

These are the minimum standards and may be increased if required.  
If deemed necessary to hire security the Permit Holder has a choice of Police or security firm.  
Numbers are set per door, per ticket selling station, per bar.

Where "0" is indicated under "not smart serve certified" you are not required to have any additional workers in that category. Where you see a number that is the additional worker required in that category.

201 - 350 PEOPLE	# Smart Serve Certified	# Not Smart Serve Certified
Position		
Door Monitors	1	1*
Bartenders	3	0
Alcohol Ticket Sellers	1	1*
Floor Monitor	2	0

City staff has the right to adjust these numbers to be more or less depending on the type of event.

**NOTE #1 - Servers must be one to one. For every one smart serve person you can have one non-smart serve person as long as you have the minimum number of smart serve staff required.**

351 - 500 PEOPLE	# Smart Serve Certified	# Not Smart Serve Certified
Position		
Door Monitors	2	1*
Bartenders	4	0
Alcohol Ticket Sellers	2	2*
Floor Monitor	2	0

**Municipal Alcohol Policy**

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**Appendix "A" - Minimum Event Workers Required (continued)**

**Closed/Private Event**

1 to 250 People - No floor monitors are required unless patrons are not visible to Bartenders during the event. If Closed Event is selling alcohol, ticket sellers would follow Open Event requirements.

Up to 100 PEOPLE	# Smart Serve Certified	# Not Smart Serve Certified
Position		
Door Monitors	0	0*
Bartenders	1	0*
Alcohol Ticket Sellers	0	0*
Floor Monitor	1	0*

500+ PEOPLE	# Smart Serve Certified	# Not Smart Serve Certified
Position		
Door Monitors	2	-
Bartenders	4	-
Alcohol Ticket Sellers	2	-
Floor Monitor	1	-

101 to 200 PEOPLE	# Smart Serve Certified	# Not Smart Serve Certified
Position		
Door Monitors	1	0*
Bartenders	2	0*
Alcohol Ticket Sellers	1	0*
Floor Monitor	1	0*

These are the minimum standards and may be increased if required.  
If deemed necessary to hire security the Permit Holder has a choice of Police or security firm.  
Numbers are set per door, per ticket selling station, per bar.

201 to 350 PEOPLE	# Smart Serve Certified	# Not Smart Serve Certified
Position		
Door Monitors	2	0*
Bartenders	3	0*
Alcohol Ticket Sellers	1	1
Floor Monitor	1	0*

Where "0" is indicated under "not smart serve certified" you are not required to have any additional workers in that category. Where you see a number that is the additional worker required in that category.

City staff has the right to adjust these numbers to be more or less depending on the type of event.

351 to 500 PEOPLE	# Smart Serve Certified	# Not Smart Serve Certified
Position		
Door Monitors	2	0*
Bartenders	4	0*
Alcohol Ticket Sellers	1	1
Floor Monitor	1	0*

**NOTE #1 - Servers must be one to one. For every one smart serve person you can have one non-smart serve person as long as you have the minimum number of smart serve staff**

**Municipal Alcohol Policy**

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**Appendix "B"**  
**Requirements For /Police or Licensed Security Personnel**

**Open Public Events**

<b>Number of Attendees</b>	<b>Security Personnel</b>		<b>Police Officers</b>	<b>Comment</b>
1-50	0		0	For smaller open events, no security personnel nor police officers are necessary
51 – 350	2*	or	2*	To be determined by City of Kenora or the Ontario Provincial Police and if/when deemed necessary to hire licensed security the Permit Holder has a choice of police or licensed security firm
351 - and up	*	or	*	To be determined by the Ontario Provincial Police and if/when deemed necessary to hire licensed security the Permit Holder has a choice of police or licensed security firm. The O.P.P will recommend the number of security for the individual event.
	* City of Kenora, the O.P.P or the Alcohol and Gaming Commission of Ontario will increase security/police requirements should the event have a history indicating a need for increased security.			

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**Appendix "C"**

**Certified Or Trained Event Workers**

**Special Occasion Permit Holder/ Caterers Endorsement**

(And/Or Designate(s):

My Event has a:

- Caterer's Endorsement
- Special Occassions Permit

Number: \_\_\_\_\_

**Certified Or Trained Event Workers and their Certification Numbers:  
(Door Monitors/Bartenders/Servers/Alcohol Ticket Sellers) (Please Print)**

Name of Volunteer/Worker	Their Smart Serve/SIP Number
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
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_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Please attach a second page if your require more space.

- Note:**
- Must be submitted seven (7) days prior to the event along with all signed documents and copies.
  - Ensure a copy of workers is available with the Special Occasion Permit at the bar

**Municipal Alcohol Policy**

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**Appendix "D" – General Sign Off**

Proof of Purchase and Possession of Comprehensive General Liability Insurance, including Host Liquor Liability & Special Occasion Permit/Caterer's Endorsement

I hereby declare that I, as an event applicant, have purchased comprehensive general liability, including host liquor liability, and have added the City of Kenora as additional insured at the appropriate amount as per section 14.0 of this policy, and a special occasion permit/caterer's endorsement and have listed the registration numbers as follows:

Municipal facility / property rented: \_\_\_\_\_

Date of event: \_\_\_\_\_

Comprehensive general liability insurance number: \_\_\_\_\_  
 Copy attached

Name of Insurance company/broker: \_\_\_\_\_

- Caterer's Endorsement
- OR
- Special Occassions Permit

Number: \_\_\_\_\_

Transportation Plan Submitted on: \_\_\_\_\_

City Staff Received by: \_\_\_\_\_

Applicant Name Printed: \_\_\_\_\_

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Date

Verified by City of Kenora:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Position

**Municipal Alcohol Policy**

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**Appendix "E"**

**City Of Kenora**

**Special Occasion Permit Holder or Caterer's Endorsement Agreement**

- Caterer's Endorsement
- Special Occassions Permit

Number: \_\_\_\_\_

Name of Speical Occassions Permit Holder: \_\_\_\_\_  
(if applicable)

Name of Caterer's Endorsement: \_\_\_\_\_  
(if applicable)

**Certification:**

1. The Permit holder has received and reviewed a copy of the City of Kenora Municipal Alcohol Policy.
2. The Permit holder understands and agrees to adhere to the terms and conditions of the City of Kenora's Municipal Alcohol Policy and the provisions of the Liquor License Act of Ontario and the regulations hereunder.
3. The Permit holder understands that if an infraction of the Municipal Alcohol Policy occurs, the City of Kenora may warn or suspend the organization from Special Occasion Permit privileges at City facilities for one year, or more than one year.
4. The Permit holder understands that he/she can be held liable for injuries and damage arising from failure to adhere to the Liquor License Act of Ontario, or from otherwise failing to take action that will prevent foreseeable harm from occurring.
5. The Permit holder understands that the Police and/or Liquor License Inspector can lay charges for infractions of the Liquor License Act of Ontario or other relevant legislation. Assistants to the Fire Marshall can lay charges for failing to comply with the Ontario Fire Code. The Alcohol and Gaming Commission will also lay charges for failing to comply with any other legislation.
6. The Permit holder agrees to have a transportation plan in place that is in compliance with section 5.0 of this policy to see all participants home safely.
7. The Special Occasion Permit and levy receipt (for liquor sale events) must be available upon request during the entire time the event is in progress. The form naming the designate must be posted with the Special Occasion Permit.

8.

**SIGNATURE:** \_\_\_\_\_ **Phone:** \_\_\_\_\_  
Permit Holder/Caterer

**Municipal Alcohol Policy**

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**Appendix "F"**

**Evacuation Procedures Orientation**

Each municipal facility will have its own specific procedures for evacuation. This document is to ensure that event organizers have met with the City of Kenora Staff responsible for the facility and have reviewed the emergency procedures for that specific site.

Date of Orientation: \_\_\_\_\_

Name and Job Title of City Staff Providing the orientation: \_\_\_\_\_

Facility being reviewed: \_\_\_\_\_

Orientation Content:

- Reason for training and who is responsible for what
- Emergency contacts (who and where to find the posted numbers)
- How and when to make an emergency call
- Location and use of emergency equipment (fire extinguishers, A.E.D, first aid kits, etc)
- Power failures, Fires, Medical Emergencies, Safety Issues, etc
- Reporting procedures

I have participated in and understand the procedures for emergency situations for location noted above.

Signatures of Workers/Volunteers:

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_

\_\_\_\_\_



Printed Name

Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

**Municipal Alcohol Policy**

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**Appendix "G"**

**Non Alcoholic Beverages and Food**

Name of Event: \_\_\_\_\_

Date of Event: \_\_\_\_\_

Location of Event: \_\_\_\_\_

Organization Contact Name: \_\_\_\_\_

Contact Phone number: (cellular preferred) \_\_\_\_\_

The following is a list of non alcoholic beverages that will be available:

The following (or attached) is a list of food items that will be available, and or food vendors who will be on site:

The Northwestern Health Unit has been made aware of this event.

Yes (Name of contact at NWHU)\_\_\_\_\_

No

If required, copies of food permits are attached.  Yes



**March 2, 2015**

## **City Council Committee Report**

**To: Mayor and Council**

**Fr: Heather Kasprick, Manager of Legislative Services**

**Re: Call for NOMA Nominations – Mayor Canfield - President**

### **Recommendation:**

That the Council of the Corporation of the City of Kenora hereby nominates Mayor David S. Canfield to the position of President for the Northwestern Ontario Municipal Association (NOMA) for the election taking place at the Annual NOMA Conference scheduled April 22 to 24, 2015 in Thunder Bay; and further

That Council's letter of support of this nomination together with Mayor Canfield's written consent be forwarded to NOMA's Executive Director.

### **Background:**

Mayor Canfield has been on the NOMA Executive in the capacity of Executive Vice-President and the past two years as NOMA President. Mayor Canfield is seeking re-election for this upcoming term to the position of President in response to NOMA's recent First Call for Nominations; the term of office is for two (2) years. The 2015 Annual General Meeting and Conference will be held in Thunder Bay in April and Council is required to elect their nominee by way of resolution and submit it to NOMA's Executive Director together with a letter of consent from Mayor Canfield before April 22.

### **Budget:**

Mayor Canfield's travel for NOMA is paid by the NOMA board and will not incur additional costs for Mayor Canfield's travel to the City of Kenora budget.

### **Communication Plan/Notice By-law Requirements:**

Advising NOMA Executive of Kenora's nominee.

### **Strategic Plan or other Guiding Document:**

**Corporate Action – 2-14** The City will be an active and vocal champion for fair funding from provincial and federal governments, including gas tax and other transfer allocations. Priority will be given to initiatives that directly address the infrastructure and community development challenges of the city

**Corporate Action – 3-13** The City will continue to build and strengthen our working relations with other neighbouring municipalities and our Treaty 3 First Nations partners. Kenora Council and senior leadership are committed to annual meetings with our First Nations partners to identify issues of common concern and to discuss pathways for closer collaboration

**Corporate Action – 3-14** The City will forge stronger relations with neighbouring communities and area municipalities by City staff, particularly those that help ensure tight co-ordination of emergency response situations, disaster relief efforts and clear communication protocols between the City of Kenora, the Ontario Provincial Police, and the neighbouring communities

**March 2, 2015**

## **City Council Committee Report**

**To: Mayor and Council**

**Fr: Heather Kasprick, Manager of Legislative Services**

**Re: Poverty Reduction Summit**

### **Recommendation:**

That Council authorizes one member of Council to attend the 2015 Poverty Reduction Summit being held in Ottawa May 6-8, 2015; and further

That all eligible expenses in accordance with Council's Travel & Per Diem Policy be hereby authorized.

### **Background:**

The Poverty Reduction Summit: Every City, Province and Territory Working Together is an unprecedented gathering that will bring together senior leaders from across the country and beyond to align their efforts and merge their passion for poverty reduction.

The Summit will strengthen communication and increase the alignment of our activities to achieve our common goal by amplifying the success of each community, province and territory's poverty reduction strategy.

The Summit will motivate collective action leading to poverty reduction for 1 million Canadians.

This is a unique time in the history of Canada. Across the country every provincial and territorial government has or is considering a poverty reduction strategy. In addition, for the first time in history, most cities (communities) are enacting poverty reduction strategies focused on reducing the number of Canadians experiencing poverty.

We know the economic and social costs of poverty on people and for the cities in which they live. This is a time of real hope as cities and provinces are joining together to support one another with the goal of significantly reducing poverty in Canada.

Council would like to ensure that one member of Council attend this conference along with the Kenora District Services Board.

**Budget:** According to Council policy

**Communication Plan/Notice By-law Requirements:**

**Strategic Plan or other Guiding Document:**

**Corporate Action 3-14** The City will forge stronger relations with neighbouring communities and area municipalities City staff, particularly those that help ensure tight coordination of emergency response situations, disaster relief efforts and clear communication protocols between the City of Kenora, the Ontario Provincial Police and the neighbouring communities.

**Corporate Action 2-14** The City will be an active and vocal champion for fair funding from provincial and federal governments, including gas tax and other transfer allocations. Priority will be given to initiatives that directly address the infrastructure and community development challenges of the City.

**Corporate Action 2-6** The City will support the development of a diverse range of housing types with an emphasis on affordable options for families, seniors and individuals in need of transitional and emergency housing.



February 13, 2015

## City Council Committee Report

**To: Mayor and Council**

**Fr: Michelle Saunders, Tax Collector**

**Re: Section 356 – Apportionment of Property Taxes**

### **Recommendation:**

That Council direct staff to adjust the 2014 property taxes in the amount of \$3,665.61 for Roll #6016 140 001 31101 0000 be apportioned and split amongst 3 rolls as the result of a severance of a Bruckenberger Road property as set out in Appendix A; and further;

That \$415.07 in interest and penalties to be written-off for the portion of the property sold in 2013 but not reflected on the Returned Roll until 2015.

### **Background:**

During 2013, Roll #140 001 31101 0000 was severed into 3 properties. Two of the properties were sold to third parties and the remaining balance of the property remained with the original owner. The severance was not reflected on the 2014 Returned Roll and consequently the original owner was taxed for the entire original property.

Section 356 of the Municipal Act (R.S.O 2001, Chapter 25) permits Council to redistribute taxes for the apportionment. This has been requested by the owner of the originating roll and supporting documentation has been received by the Municipal Property Assessment Corporation upon which the apportionment has been based.

### **Budget:**

The apportionment process does not add any new assessment to the tax roll, it simply redistributes value. Other than the request to write-off \$415.07 in interest and penalties not yet collected, there is no financial impact.

### **Communication Plan/Notice By-law Requirements:**

Within 14 days after making its decision, Council shall notify the applicant and owners of the decision and specify the last day for appealing the decision. 2001, c. 25, s. 356 (5).

### **Strategic Plan or other Guiding Document:**

Kenora will provide fairness in taxation as well as provide value for service to its citizens.





**March 3, 2015**

## **City Council Committee Report**

**To: Mayor and Council**

**Fr: Heather Lajeunesse, Deputy Clerk**

**Re: Receipt and Approval of Various Committee Minutes**

### **Recommendation:**

That Council hereby adopts the following Minutes from various City of Kenora Committees:

- January 21 – Kenora Public Library Board
- February 3 – Kenora Urban Recreational Trails Committee
- February 18 – Community Policing Committee
- February 18 – Environmental Advisory Committee
- February 26 – Lake of the Woods Museum Board; and

That Council hereby receives the following Minutes from other various Committees:

- December 18 – District of Kenora Home for the Aged Board of Management
- January 15 – Kenora District Services Board
- January 20 – Planning Advisory Committee
- January 29 – Northwestern Health Unit Board of Health; and further

That these Minutes be circulated and ordered filed.

### **Background:**

This static monthly report appears on the Committee of the Whole Agenda (Business Administration-BA) for the purpose of Council approving and/or receiving various Committee Minutes. Those being approved are the Committees of Council which Council should be approving the actions of those Committees and does so in the form of a by-law under the Confirmatory By-law.

The Minutes being received are typically from local Boards or Corporations for information only (and cannot be 'approved' by Council).

The various Minutes will appear under separate cover as an attachment on SharePoint to this report.

**Budget:** N/A

**Communication Plan/Notice By-law Requirements:** N/A

**March 3, 2015**

## **City Council Committee Report**

**To: Mayor and Council**

**Fr: Megan Derouard, Recreation Programmer**

**Re: Kenora Baseball League request for permission to upgrade JM Ball Fields**

### **Recommendation:**

That Council hereby authorizes a letter of support to the Lake of the Woods and Regional Community Foundation in support of The Kenora Baseball League's request for funding to implement improvements to the JM Ball fields; and further

That Council hereby directs the Recreation Services Manager to draft a joint use agreement between the Corporation of the City of Kenora and The Kenora Baseball League to be brought back to Council for consideration.

### **Background:**

The Kenora Baseball League would like to apply to the Lake of the Woods and Regional Community Foundation for a multi-year grant to make improvements to the JM Ball Fields. The League has their own charity status and will not require the City to act as the lead on this application. As the JM Ball Fields are owned by the City the League is asking for a letter of support and permission to make the improvements.

The League would like to upgrade the infields in the first year and outfields in the second, possibly third year.

The League would like to contract an electrician to install a power source on site so that the pitching machine can be stored and charged in the on-site shed.

In exchange for the Leagues contribution they are asking for the following:

- The City will waive the fees for usage of the JM fields for the League for a 5 year term.
- The League will have first consideration for use of the JM fields during the season.
- The League will have a 5 year lease of exclusive use of the JM Concession for the minor ball season. All monies earned will be used exclusively for League programs.
- The League will do all maintenance work on the fields and will not require the Parks Department to drag the fields.
- The City will continue with garbage pick-up and washroom contract as they have in previous years.

**Budget:**

Early research into the costs of proper infield materials and freight is estimated at about \$14,000 for 2 fields, not including any labour costs, field preparations, etc. The material needed to sod the outfield, in the second year, is currently estimated at \$10,000 for 2 fields, not including any labour costs, field preparations, etc. These costs would be covered by the grant and the League.

The cost to the City will be an estimated loss of revenue of \$4,250.00 over 5 years. The current rate for minor league is \$3.00 per field per hour for field rental.

**Communication Plan/Notice By-law Requirements:**

Notice be given for all required by-law requirements.

Communication will be ongoing with Kenora Baseball, Property and Planning Department and the Recreation Services Department.

**Strategic Plan or other Guiding Document:**

2-1 The City will ensure that our municipal infrastructure is maintained using available resources with the intent of moving towards all City infrastructure being in good state of repair to ensure certainty, security and long-term stability of our systems.

2-9 The City will support continuous improvements to recreation and leisure amenities, particularly those that support quality of life.

2-10 The City will continue to explore opportunities to develop and improve our beaches, parks & trails.

**February 28, 2015**

## **City Council Committee Report**

**To: Mayor and Council**

**Fr: Colleen Neil-Recreation Services Manager**

**Re: Kenora Safe Grad Grant**

### **Recommendation:**

That Council of the City of Kenora supports the work of the Kenora Safe Grad Committee towards an all-inclusive, drug/alcohol free, safe celebration of graduation from high school; and further

That a grant in the amount of up to \$3000.00 be authorized for the use of payment for use of the Kenora Recreation Centre for this purpose.

### **Background:**

Graduation is highly charged with emotion. Often this day is viewed as the rite of passage to adulthood. As we know, combining our emotions on a day of celebration with the deleterious effects of alcohol and or drugs can often lead to a night with unfortunate memories. The anxiety of parents, family and friends and the community can be minimized and even prevented with a Safe Grad Party.

The Safe Grad Committee spends the year raising funds in order to provide this exceptional opportunity to high school graduates on one of the most important days in their life. Entirely supported by LOCAL Corporate Sponsorship, donations, and Volunteers, Safe Grad in the City of Kenora is thriving and entering its thirteenth year with graduates from area post-secondary schools as its beneficiaries.

Safe Grad is a gift from the community, a gift from businesses, service clubs, interested citizens, parents, grandparents, and caregivers of the graduates. Safe Grad is an alcohol and drug free graduation party. Safe Grad is an all-night long party that celebrates our 2015 graduating classes from Thomas Aquinas, Beaver Brae, Baibombeh Secondary, and Wabaseemoong Schools. In addition the graduating class from Grassy Narrows Post-Secondary School is invited to this celebration.

Last year's party was an enormous success thanks to our volunteers, community and the Council of the City of Kenora.

### **Budget:**

This amount was submitted and approved in the 2015 operating budget.

### **Communication Plan/Notice By-law Requirements:**

Notice be given for all required by-law requirements.

### **Strategic Plan or other Guiding Document:**

n/a



**March 1, 2015**

**City Council  
Committee Report**

**TO: Mayor and Council**

**FR: Jennifer Findlay, Economic Development Officer**

**RE: Tunnel Island – NCIR Agreement**

**Recommendation:**

That Council hereby authorizes the Mayor and Clerk to enter into an agreement between the Corporation of the City of Kenora and Ministry of Northern Development & Mines' for the Tunnel Island Planning project; and further

That three readings be given to a by-law for this purpose.

**Background:**

In 2014, the City of Kenora received Cultural Development Funding and Common Ground Research Forum funding to hire a facilitator to complete a governance project with the Tunnel Island project partners: Wauzhusk Onigum, Ochiichagwe Babigo Ining and Obashkaandagaang, and Grand Council Treaty #3.

At that time, the project partners chose Black Dog Management as the successful project facilitator through a competitive RFP process.

In December, the project partners applied to the Ministry of Northern Development & Mines' Northern Communities Investment Readiness Initiative (NCIR) to complete a 2015 plan with the Tunnel Island partners.

NCIR funding of up to \$9, 375 has been approved

**Budget:**

\$9,375 NCIR funding  
1,625 Cultural Development Fund  
1,500 LOWDC (c/over from 2014)  
\$12,500 Total NCIR project

**Communication Plan/Notice By-law Requirements:** Economic Development, Tourism, Facilities, Parks, Manager of Property & Planning and Finance

**Strategic Plan or other Guiding Document:**

This project supports the City of Kenora's Vision 20/20 Strategic Plan as follows:

**Goal 2-8**

The City will, in partnership with its First Nations partners, continue to advance the Tunnel Island 'Common Ground' project in a manner that celebrates and respects the cultural, historic and environmental importance of the lands for all people

**THE AGREEMENT** effective as of the 13th day of February 2015.

**B E T W E E N :**

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO  
as represented by the Minister of Northern Development and Mines**

**(the “Province”)**

**- and -**

**The Corporation of the City of Kenora**

**CONSIDERATION:**

In consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Parties agree as follows:

**ARTICLE 1  
INTERPRETATION AND DEFINITIONS**

- 1.1 **Interpretation.** For the purposes of interpretation:
- (a) words in the singular include the plural and vice-versa;
  - (b) words in one gender include all genders;
  - (c) the background and the headings do not form part of the Agreement; they are for reference only and shall not affect the interpretation of the Agreement;
  - (d) any reference to dollars or currency shall be to Canadian dollars and currency; and
  - (e) “include”, “includes” and “including” shall not denote an exhaustive list.
- 1.2 **Definitions.** Capitalized terms used herein have the meanings set out in Schedule “A” hereto.

**ARTICLE 2  
REPRESENTATIONS, WARRANTIES AND COVENANTS**

- 2.1 **General.** The Recipient represents, warrants and covenants that:
- (a) it is, and shall continue to be for the term of the Agreement, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
  - (b) it has, and shall continue to have for the term of the Agreement, the experience and expertise necessary to carry out the Project; and
  - (c) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and shall continue to be true and complete for the term of the Agreement.
- 2.2 **Execution of Agreement.** The Recipient represents and warrants that:

- (a) it has the full power and authority to enter into the Agreement; and
- (b) it has taken all necessary actions to authorize the execution of the Agreement.

2.3 **Governance.** The Recipient represents, warrants and covenants that it has, and shall maintain, in writing, for the period during which the Agreement is in effect:

- (a) procedures to ensure the ongoing effective functioning of the Recipient;
- (b) decision-making mechanisms;
- (c) procedures to provide for the prudent and effective management of the Funds;
- (d) procedures to enable the successful completion of the Project;
- (e) procedures to enable the timely identification of risks to the completion of the Project and strategies to address the identified risks;
- (f) procedures to enable the preparation and delivery of all Reports required pursuant to Article 7; and
- (g) procedures to deal with such other matters as the Recipient considers necessary to ensure that the Recipient carries out its obligations under the Agreement.

2.4 **Supporting Documentation.** Upon request, the Recipient shall provide the Province with proof of the matters referred to in this Article 2.

### **ARTICLE 3 TERM OF THE AGREEMENT**

3.1 **Term.** The term of the Agreement shall commence on the Effective Date and shall expire March 15, 2015 unless terminated earlier pursuant to Article 12, Article 13 or Article 14 or amended under Article 32.2.

### **ARTICLE 4 FUNDS AND CARRYING OUT THE PROJECT**

4.1 **Obligation to Fund.**

- (a) Subject to the terms and conditions of the Agreement, the Province shall reimburse the Recipient for Eligible Project Costs paid by the Recipient to carry out the Project up to the amount of the Maximum Funds.
- (b) The Province is not responsible for any cost overruns related to the Project. The Recipient shall provide its own funds or funds from other sources for all Ineligible Project Costs. For further clarification, and without limiting the generality of the foregoing, the Recipient is responsible for all costs that exceed the estimated costs set out in the Project Costs chart in Schedule "C".

4.2 **Funds Adjustment.** If any cost that is incurred by the Recipient is less than that set out in the Budget, the reimbursement provided for in Schedule "D" to this Agreement shall be reduced by such difference (for greater certainty, this provision does not apply to any cost incurred that is greater than the amount set out in the Budget).

4.3 **Funds Provided.** Subject to the terms and conditions of the Agreement, including the Conditions Precedent at Section 4.4, the Province shall:



- (a) provide the Funds to the Recipient on a reimbursement basis in accordance with this Article 4, the Budget attached to the Agreement as Schedule “C”; and
- (b) issue a cheque made payable to the Recipient or deposit the Funds into an account designated by the Recipient provided that the account resides at a Canadian financial institution and is in the name of the Recipient.

4.4 **Conditions precedent of funding.** The Province’s obligation to provide Funds to the Recipient is subject to fulfillment of the following conditions precedent to the Province’s satisfaction:

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the insurance certificate or other proof as provided for in section 11.2;
- (b) the Province is not obligated to provide the Funds until all of the tasks set out in Schedule “B” are completed to the satisfaction of the Province;
- (c) the Province shall have received and been satisfied with the information provided by the Recipient pursuant to Section 7.1. If the Province is not satisfied with such information, it may adjust the amount of Funds it provides to the Recipient in any Funding Year;
- (d) the Recipient shall have provided written evidence satisfactory to the Province that the funds from other sources set out in the Project Funding chart in Schedule “C” (the “**Project Funding Chart**”) necessary to complete the Project have been committed;
- (e) the Province shall have received and been satisfied with any information it may reasonably require to conduct a due diligence review of the Recipient and the Project;
- (f) the Province shall have received and been satisfied with copies of all invoices or such other evidence satisfactory to the Province in its sole discretion, of Eligible Project Costs claimed by the Recipient and evidence of payment of such Eligible Project Costs;
- (g) the Province shall have received and been satisfied with a completed Request for Reimbursement in the form attached hereto as Schedule “E”; and
- (h) pursuant to the provisions of the *Financial Administration Act* (Ontario), the Province shall have received the necessary appropriation from the Ontario Legislature for payment under the Agreement. If the Province does not receive such appropriation, the Province is not obligated to make any payment of the Funds, and, as a consequence, the Province may:
  - (i) reduce the amount of the Funds and, in consultation with the Recipient, change the Project; or
  - (ii) terminate the Agreement pursuant to section 13.1.

4.5 **Use of Funds and Project.** The Recipient shall:

- (a) carry out the Project:
  - (i) in accordance with the terms and conditions of the Agreement; and
  - (ii) in compliance with all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules and by-laws related to any aspect of the Project;

- (b) at its own expense obtain all permits, licences, approvals and authorizations required to complete the Project and satisfy the terms and conditions of the Agreement;
  - (c) comply with the Ontario Travel, Meal and Hospitality Expenses Directive;
  - (d) use the Funds only on Eligible Project Costs for the purpose of carrying out the Project; and
  - (e) spend the Funds only in accordance with the Budget.
- 4.6 **No Changes.** The Recipient shall not make any changes to the Project and/or the Budget without the prior written consent of the Province.
- 4.7 **Maximum Funds.** The Recipient acknowledges that the Funds available to it pursuant to the Agreement shall not exceed the Maximum Funds.
- 4.8 **Rebates, Credits and Refunds.** The Recipient acknowledges that the amount of Funds available to it pursuant to the Agreement is based on the actual costs to the Recipient, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit or refund.
- 4.9 **Other Government Assistance.** The Recipient shall not use the Funds for any Eligible Project Costs for which the Recipient is or will be in receipt of funds from other federal, provincial or municipal government sources ("**Government Sources**"). The Recipient shall promptly notify the Province if:
- (a) funds are received from other Government Sources than those set out in the Project Funding Chart; or
  - (b) funds are received from the Government Sources set out in the Project Funding Chart in an amount or amounts that is/are greater than the amount or amounts set out in the Project Funding Chart.

In the event of the occurrence of (a) and/or (b), in its sole discretion, the Province may reduce the amount of the Funds it provides to the Recipient by, or demand the repayment of, an amount equal to the amount of the additional funds as described above, whereupon the amount demanded by the Province shall immediately become due and payable, to ensure that there is no duplication of government funding for the Project.

## ARTICLE 5 ACQUISITION OF GOODS AND SERVICES

- 5.1 **Acquisition of Services.** Subject to section 30.1, if the Recipient acquires services with the Funds, it shall do so through a process that promotes the best value for money.
- 5.2 **Third-Party Contracts over \$25,000.** If the Recipient selects third-party contracts to perform any of the Project for an amount greater than \$25,000, the Recipient, unless otherwise consented by the Province, use a competitive process, including a written request for at least three (3) proposals, written evaluation of bids received and a written agreement with the successful bidder. The Recipient will ensure that the Province is granted sufficient licence or other rights in all materials produced by the Recipient or a third party contract for the Project to enable the Province to use, reproduce and share materials with other Ontario government ministries and agencies.

**ARTICLE 6  
CONFLICT OF INTEREST**

- 6.1 **No Conflict of Interest.** The Recipient shall carry out the Project and use the Funds without an actual, potential or perceived conflict of interest.
- 6.2 **Conflict of Interest Includes.** For the purposes of this Article, a conflict of interest includes any circumstances where:
- (a) the Recipient; or
  - (b) any person who has the capacity to influence the Recipient's decisions,
- has outside commitments, relationships or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased and impartial judgment relating to the Project and the use of the Funds.
- 6.3 **Disclosure to Province.** The Recipient shall:
- (a) disclose to the Province, without delay, any situation that a reasonable person would interpret as either an actual, potential or perceived conflict of interest; and
  - (b) comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

**ARTICLE 7  
REPORTING, ACCOUNTING AND REVIEW**

- 7.1 **Preparation and Submission.** The Recipient shall:
- (a) submit to the Province at the address provided in section 16.1, all Reports in accordance with the requirements set out in Schedule "E", or in a form as specified by the Province from time to time;
  - (b) submit to the Province at the address provided in section 16.1, any other reports as may be requested by the Province in accordance with the requirements specified by the Province;
  - (c) ensure that all Reports and other reports are completed to the satisfaction of the Province; and
  - (d) ensure that all Reports and other reports are signed on behalf of the Recipient by an authorized signing officer.
- 7.2 **Record Maintenance.** The Recipient shall keep and maintain:
- (a) all financial records (including invoices) relating to the Funds or otherwise to the Project in a manner consistent with generally accepted accounting principles; and
  - (b) all non-financial documents and records relating to the Funds or otherwise to the Project.
- 7.3 **Inspection.** The Province, its authorized representatives or an independent auditor identified by the Province may, at its own expense, upon twenty-four hours Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to review the progress of the Project and the Recipient's expenditure of the Funds and, for these purposes, the Province, its authorized representatives or an independent auditor identified by the Province may:

- (a) inspect and copy the records and documents referred to in section 7.2; and
- (b) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds and/or the Project.

7.4 **Disclosure.** To assist in respect of the rights set out in section 7.3, the Recipient shall disclose any information requested by the Province, its authorized representatives or an independent auditor identified by the Province, and shall do so in a form requested by the Province, its authorized representatives or an independent auditor identified by the Province, as the case may be.

7.5 **No Control of Records.** No provision of the Agreement shall be construed so as to give the Province any control whatsoever over the Recipient's records.

7.6 **Auditor General.** For greater certainty, the Province's rights under this Article are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

#### **ARTICLE 8 CREDIT**

8.1 **Acknowledge Support.** Unless otherwise directed by the Province, the Recipient shall, in a form approved by the Province, acknowledge the support of the Province in any publication of any kind, written or oral, relating to the Project.

8.2 **Publication.** The Recipient shall indicate, in any of its publications, of any kind, written or oral, relating to the Project, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

#### **ARTICLE 9 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY**

9.1 **FIPPA.** The Recipient acknowledges that the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

#### **ARTICLE 10 INDEMNITY**

10.1 **Indemnification.** The Recipient hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Province.

#### **ARTICLE 11 INSURANCE**

11.1 **Recipient's Insurance.** The Recipient represents and warrants that it has, and shall maintain for the term of the Agreement, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability

insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than two million dollars (\$2,000,000) per occurrence. The policy shall include the following:

- (a) the Indemnified Parties as additional insured's with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) a 30 day written notice of cancellation, termination or material change.

11.2 **Proof of Insurance.** The Recipient shall provide the Province with certificates of insurance, or other proof as may be requested by the Province, that confirms the insurance coverage as provided for in section 11.1. Upon the request of the Province, the Recipient shall make available to the Province a copy of each insurance policy.

## ARTICLE 12 TERMINATION ON NOTICE

12.1 **Termination on Notice.** The Province may terminate the Agreement at any time upon giving at least 30 days Notice to the Recipient.

12.2 **Consequences of Termination on Notice by the Province.** If the Province terminates the Agreement pursuant to section 12.1, the Province may:

- (a) cancel all further instalments of Funds;
- (b) demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and/or
- (c) determine the reasonable costs for the Recipient to wind down the Project, and:
  - (i) permit the Recipient to offset the costs determined pursuant to section 12.2(c), against the amount owing pursuant to section 12.2(b); and/or
  - (ii) subject to section 4.9, provide Funds to the Recipient to cover the costs determined pursuant to section 12.2(c).

## ARTICLE 13 TERMINATION WHERE NO APPROPRIATION

13.1 **Termination Where No Appropriation.** If, as provided for in section 4.4(h), the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to the Agreement, the Province may terminate the Agreement immediately by giving Notice to the Recipient.

13.2 **Consequences of Termination Where No Appropriation.** If the Province terminates the Agreement pursuant to section 13.1, the Province may:

- (a) cancel all further instalments of Funds;
- (b) demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and/or

- (c) determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to section 13.2(b).
- 13.3 **No Additional Funds.** For purposes of clarity, if the costs determined pursuant to section 13.2(c) exceed the Funds remaining in the possession or under the control of the Recipient, the Province shall not provide additional Funds to the Recipient.

**ARTICLE 14**  
**EVENT OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR DEFAULT**

- 14.1 **Events of Default.** Each of the following events shall constitute an Event of Default:
- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
    - (i) carry out the Project;
    - (ii) use or spend Funds; and/or
    - (iii) provide, in accordance with section 7.1, Reports or such other reports as may have been requested pursuant to section 7.1(b);
  - (b) the Recipient's operations, or its organizational structure, changes such that it no longer meets one or more of the applicable eligibility requirements of the program under which the Province provides the Funds;
  - (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or is petitioned into bankruptcy, or files for the appointment of a receiver;
  - (d) the Recipient ceases to operate; and
  - (e) an event of Force Majeure that continues for a period of 60 days or more.
- 14.2 **Consequences of Events of Default and Corrective Action.** If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:
- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
  - (b) provide the Recipient with an opportunity to remedy the Event of Default;
  - (c) suspend the payment of Funds for such period as the Province determines appropriate;
  - (d) reduce the amount of the Funds;
  - (e) cancel all further installments of Funds;
  - (f) demand the repayment of any Funds remaining in the possession or under the control of the Recipient;
  - (g) demand the repayment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;

- (h) demand the repayment of an amount equal to any Funds the Province provided to the Recipient;
  - (i) terminate the Agreement at any time, including immediately, upon giving Notice to the Recipient; and/or
  - (j) exercise any other rights or remedies available to the Province under this Agreement or applicable law.
- 14.3 **Opportunity to Remedy.** If, in accordance with section 14.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province shall provide Notice to the Recipient of:
- (a) the particulars of the Event of Default; and
  - (b) the Notice Period.
- 14.4 **Recipient not Remediating.** If the Province has provided the Recipient with an opportunity to remedy the Event of Default pursuant to section 14.2(b), and:
- (a) the Recipient does not remedy the Event of Default within the Notice Period;
  - (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
  - (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,
- the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections 14.2(a), (c), (d), (e), (f), (g), (h), (i) and (j).
- 14.5 **When Termination Effective.** Termination under this Article shall take effect as set out in the Notice.

## ARTICLE 15 REPAYMENT

- 15.1 **Debt Due.** If:
- (a) the Province demands the payment of any Funds or any other money from the Recipient; or
  - (b) the Recipient owes any Funds or any other money to the Province, whether or not their return or repayment has been demanded by the Province,
- such Funds or other money shall be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient shall pay or return the amount to the Province immediately, unless the Province directs otherwise.
- 15.2 **Interest Rate.** The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.
- 15.3 **Payment of Money to Province.** The Recipient shall pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and mailed to the Province at the address provided in section 16.1.

**ARTICLE 16  
NOTICE**

16.1 **Notice in Writing and Addressed.** Notice shall be in writing and shall be delivered by email, postage-prepaid mail, personal delivery or fax, and shall be addressed to the Province and the Recipient respectively as set out below, or as either Party later designates to the other by Notice:

**To the Province:**

Ministry of Northern Development  
and Mines  
Regional Economic Development  
Branch  
435 James Street South, Suite 332  
Thunder Bay, ON P7E 6S7

**Attention:** Michael Dunlop,  
Coordinator Northern Communities  
Investment Readiness Program  
Fax: 807-475-1573  
Email: [mike.dunlop@ontario.ca](mailto:mike.dunlop@ontario.ca)

**To the Recipients:**

**The Corporation of the City of  
Kenora  
1 Main Street South  
Kenora ON P9N 3X2**

**Attention: Jennifer Findlay  
Economic Development Officer**

**Phone: (807) 467 - 2127  
Fax: (807) 467 - 2246**

16.2 **Notice Given.** Notice shall be deemed to have been received:

- (a) in the case of postage-prepaid mail, seven days after a Party mails the Notice; or
- (b) in the case of email, personal delivery or fax, at the time the other Party receives the Notice.

16.3 **Postal Disruption.** Despite section 16.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail shall not be deemed to be received; and
- (b) the Party giving Notice shall provide Notice by email, personal delivery or by fax.

**ARTICLE 17  
CONSENT BY PROVINCE**

17.1 **Consent.** The Province may impose any terms and/or conditions on any consent the Province may grant pursuant to the Agreement.

**ARTICLE 18  
SEVERABILITY OF PROVISIONS**

18.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement shall not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision shall be deemed to be severed.

**ARTICLE 19  
WAIVER**

19.1 **Waivers in Writing.** If a Party fails to comply with any term of the Agreement, that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article 16. Any waiver must refer to a specific failure to comply and shall not have the effect of waiving any subsequent failures to comply.



**ARTICLE 20  
INDEPENDENT PARTIES**

- 20.1 **Parties Independent.** The Recipient acknowledges that it is not an agent, joint venturer, partner or employee of the Province, and the Recipient shall not take any actions that could establish or imply such a relationship.

**ARTICLE 21  
ASSIGNMENT OF AGREEMENT OR FUNDS**

- 21.1 **No Assignment.** The Recipient shall not assign any part of the Agreement or the Funds without the prior written consent of the Province.
- 21.2 **Agreement to Extend.** All rights and obligations contained in the Agreement shall extend to and be binding on the Parties' respective heirs, executors, administrators, successors and permitted assigns.

**ARTICLE 22  
GOVERNING LAW**

- 22.1 **Governing Law.** The Agreement and the rights, obligations and relations of the Parties shall be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement shall be conducted in Ontario.

**ARTICLE 23  
FURTHER ASSURANCES**

- 23.1 **Agreement into Effect.** The Recipient shall do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

**ARTICLE 24  
CIRCUMSTANCES BEYOND THE CONTROL OF EITHER PARTY**

- 24.1 **Failure to Fulfil Obligations.** Subject to section 14.1(e), the failure of either Party to fulfil any of its obligations under the Agreement shall not be considered to be a breach of, or Event of Default under, the Agreement to the extent that such failure to fulfill the obligation arose from an event of Force Majeure, if the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of the Agreement.

**ARTICLE 25  
SURVIVAL**

- 25.1 **Survival.** The provisions in Article 1, any other applicable definitions, sections 7.1 (to the extent that the Recipient has not provided the Reports or other reports as may be requested by the Province to the satisfaction of the Province), 7.2, 7.3, 7.4, 7.5, 7.6, Articles 8 and 10, sections 12.2, 13.2, 13.3, 14.1, 14.2(d), (e), (f), (g) and (h), Articles 16, 18, 22, 25, 26, 28, 29 and 32 and all applicable cross-referenced provisions and schedules shall continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement.

**ARTICLE 26  
SCHEDULES**

- 26.1 **Schedules.** The Agreement includes the following schedules:

- (a) Schedule “A” – Additional Definitions;
- (b) Schedule “B” – Project Description and Timelines;
- (c) Schedule “C” – Budget;
- (d) Schedule “D” – Request for Reimbursement and Final Report;
- (e) Schedule “E” – Final Report.

**ARTICLE 27  
COUNTERPARTS**

- 27.1 **Counterparts.** The Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**ARTICLE 28  
JOINT AND SEVERAL LIABILITY**

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

**ARTICLE 29  
RIGHTS AND REMEDIES CUMULATIVE**

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

**ARTICLE 30  
BPSAA**

- 30.1 **BPSAA.** For the purposes of clarity, if the Recipient is subject to the BPSAA and there is a conflict between any of the requirements of the Agreement and the requirements of the BPSAA, the BPSAA shall prevail.

**ARTICLE 31  
FAILURE TO COMPLY WITH OTHER AGREEMENTS**

- 31.1 **Other Agreements.** If the Recipient:
- (a) has failed to comply (a “Failure”) with any term, condition or obligation under any other agreement with Her Majesty the Queen in right of Ontario or a Crown agency;
  - (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
  - (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
  - (d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

**ARTICLE 32  
ENTIRE AGREEMENT**

- 32.1 **Entire Agreement.** The Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.
- 32.2 **Modification of Agreement.** The Agreement may only be amended by a written agreement duly executed by the Parties.

The Parties have executed the Agreement on the dates set out below.

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO**  
as represented by the Minister of Northern Development and Mines

\_\_\_\_\_  
Helen Mulc  
Director  
Regional Economic Development Branch  
Ministry of Northern Development & Mines

\_\_\_\_\_  
Date

**The Corporation of the City of Kenora**

\_\_\_\_\_  
Name:  
Position:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Position:

\_\_\_\_\_  
Date

I/We have authority to bind the corporation.

**SCHEDULE “A”  
ADDITIONAL DEFINITIONS**

1. **“Agreement”** means this agreement entered into between the Province and the Recipient and includes all of the schedules listed in section 26.1 and any amending agreement entered into pursuant to section 32.2.
2. **“BPSAA”** means the *Broader Public Sector Accountability Act, 2010* (Ontario), including any directives issued pursuant to that Act.
3. **“Budget”** means the budget attached to the Agreement as Schedule “C”.
4. **“Effective Date”** means the date set out at the top of the Agreement.
5. **“Eligible Project Costs”** means the costs paid by the Recipient for the purpose of carrying out the Project for which the Province may provide Funds and that are (a) incurred by the Recipient between **February 13, 2015** and the date of the expiry or termination of the Agreement; (b) in the sole opinion of the Province, reasonable and necessary for carrying out the Project; and (c) limited to the amounts and eligible Project cost categories set out in the Eligible Project Costs chart in Schedule “C”.
6. **“Event of Default”** has the meaning ascribed to it in section 14.1.
7. **“Force Majeure”** has the means an event that is beyond the reasonable control of a Party, and makes a Party’s performance of its obligations under the Agreement impossible, or so impracticable as reasonably to be considered impossible in the circumstances. Force Majeure includes: (a) infectious diseases, war, riots and civil disorder, (b) storm, flood, earthquake and other severely adverse weather conditions, (c) lawful act by a public authority, strikes, lockouts and other labour actions, and (d) if such events meet the definition of Force Majeure set out herein. Force Majeure, however, shall not include any event that is (a) caused by the negligence or intentional action of a Party or such Party’s agents or employees, or (b) any event that a diligent Party could reasonably have been expected to (i) take into account at the time of the execution of the Agreement, and (ii) avoid or overcome in the carrying out of its obligations under the Agreement.
8. **“Funding Year”** means: (a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31, and (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31.
9. **“Funds”** means the money the Province provides to the Recipient pursuant to the Agreement.
10. **“Indemnified Parties”** means her Majesty the Queen in right of Ontario, her ministers, agents, appointees and employees.
11. **“Ineligible Project Costs”** means all Project costs that are not Eligible Project Costs, including but not limited to: annual operating expenses, capital or rolling stock purchases, long term leases, advertising or promotional materials, outbound travel and accommodations, HST refundable payments, and project costs incurred prior to the approval date.
12. **“Maximum Funds”** means the maximum amount payable to the Recipient in respect of Eligible Project Costs paid by the Recipient to carry out the Project, which is the lesser of: (i) **75%** of total Eligible Project Costs paid by the Recipient to carry out the Project, and (ii) **twelve thousand five hundred dollars (\$12,500.00)**.

13. **“NCIR”** means the Northern Community Investment Readiness Program.
14. **“Notice”** means any communication given or required to be given pursuant to the Agreement.
15. **“Notice Period”** means the period of time within which the Recipient is required to remedy an Event of Default, and includes any such period or periods of time by which the Province considers it reasonable to extend that time.
16. **“Parties”** means the Province and the Recipient.
17. **“Party”** means either the Province or the Recipient.
18. **“Project”** means the undertaking described in Schedule “B”.
19. **“Reports”** means the reports described in Schedule “E”.

**SCHEDULE “B”  
PROJECT DESCRIPTION AND TIMELINES**

**Background**

The Northern Community Investment Readiness Program (NCIR) has been established by the Province with the intention promoting and supporting a strong and attractive investment climate in Northern Ontario. The objective of the program is assist communities in Northern Ontario to develop the tools and capabilities to attract, receive and successfully explore investment opportunities.

The Recipient has requested financial assistance from the Province to assist with its Project.

**The Project**

The Tunnel Island Common Ground Project will enable the City of Kenora and its project partners to hire a facilitator to work with the partners to develop a strategic plan for the Tunnel Island area; including a SWOT analysis, gap analysis, infrastructure requirements and opportunity identification.

**Timelines**

The Project shall be completed no later than March 15, 2015.

**SCHEDULE "C"  
BUDGET**

**ELIGIBLE PROJECT COSTS**

<b>Eligible Project Cost Category</b>		<b>Costs</b>
Consultant Fees Strategic Plan		\$12,500.00
	<b>Total:</b>	<b>\$12,500.00</b>

**INELIGIBLE PROJECT COSTS**

<b>Ineligible Project Cost Category</b>		<b>Costs</b>
Governance Planning		\$34,375.00
	<b>Total:</b>	<b>\$34,375.00</b>

**TOTAL PROJECT COSTS**

<b>Project Cost Category</b>	<b>Costs</b>
Total Eligible Costs	\$12,500.00
Total Ineligible Costs	\$34,375.00
	<b>Total:</b>
	<b>\$46,875.00</b>

**PROJECT FUNDING**

<b>Source</b>	<b>Financing Type</b>	<b>Activities Funded</b>	<b>Funding Amount</b>
Province	Conditional Transfer Payment	Eligible Costs	\$9,375.00
Common Ground Research Forum	Cash	All Costs	\$10,000.00
Cultural Development Fund (MCI)	Conditional Contribution	All Costs	\$25,000.00
City of Kenora	Cash	All Costs	\$2,500.00
		<b>Total:</b>	<b>\$46,875.00</b>

**SCHEDULE "D"  
REQUEST FOR REIMBURSEMENT**

**Request for Reimbursement Under the Northern Communities Investment Readiness Program**

**Note:**

For contributions of up to \$15,000, one request for reimbursement form will be processed at the end of the project.

For contributions over \$15,000, up to two request for reimbursement forms will be considered for the project.

NCIR File Number:	Reimbursement Request no:
-------------------	---------------------------

The .....(name of lead municipality, First Nation or economic development corporation) in the District of .....hereby requests the release of funds, as detailed in the calculation of expenditures below, with respect to the contribution for the .....(name of project).

Letter of approval date:	Project completion date:
--------------------------	--------------------------

**Calculation of expenditures**

Total estimated project costs	(1) \$
Project contributions confirmed from other sources - including the Applicant	(2) \$
Total approved NCIR contribution	(3) \$
Total of previous requests for reimbursement	(4) \$
Total eligible expenditures claimed for this request	(5) \$
NCIR Contribution for this request (75 % X Line 5)	(6) \$
New balance = line (3) minus line (4) minus line (6)	(7) \$

**Declaration of the municipal, First Nation or economic development corporation official**

I solemnly declare that the sum of money indicated on line (5) above has been paid as specified in the funding agreement, from funds belonging to this Municipality, Band Office/Corporation for the purposes of the above-named project and that Bona Fide invoices and receipts in support thereof are available for inspection upon request.

Signature:	Street address/ PO Box:
Name:	City
Title (authorized signatory):	Province
Date:	Postal code: <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>



**SCHEDULE "E"  
FINAL REPORT**

**Final project report**

Page 2

This portion to be completed by the Applicant when the project is complete and/or final request for payment is submitted.

Project description and activities	
Were the project activities successful? (Discuss)	
If a report or study was a deliverable, have appropriate copies been forwarded to the Ministry? (Comment)	
<b>Declaration of the municipal, First Nation or economic development corporation official</b>	
I declare this project is now completed in accordance with the funding agreement.	
Signature:	
Name:	
Title (authorized signatory):	Date:



**March 1, 2015**

## **City Council Committee Report**

**TO: Mayor and Council**

**FR: Jennifer Findlay, Economic Development Officer**

**RE: Tunnel Island – Consultant Contract re NCIR funding**

### **Recommendation:**

That Council hereby authorizes the Mayor and Clerk to enter into a Consulting Contract between the Corporation of the City of Kenora and Black Dog Management; and further

That three readings be given to a by-law for this purpose.

### **Background:**

In 2014, the City of Kenora received Cultural Development Funding and Common Ground Research Forum funding to hire a facilitator to complete a governance project with the Tunnel Island project partners: Wauzhusk Onigum, Ochiichagwe Babigo Ining and Obashkaandagaang, and Grand Council Treaty #3.

At that time, the project partners chose Black Dog Management as the successful project facilitator through a competitive RFP process.

In December, the project partners applied to the Ministry of Northern Development & Mines' Northern Communities Investment Readiness Initiative (NCIR) to complete a 2015 plan with the Tunnel Island partners.

NCIR funding of up to \$9,375 has been approved

The project partners determined that using Black Dog Management for the facilitation of this element of the project would ensure continuity.

### **Budget Implications:**

\$9,375 NCIR funding  
1,625 Cultural Development Fund  
1,500 LOWDC (c/over from 2014)  
\$12,500 Total NCIR project

**Communication Plan/Notice By-law Requirements:** Economic Development, Tourism, Facilities, Parks, Manager of Property & Planning and Finance

**Strategic Plan or other Guiding Document:**

This project supports the City of Kenora's Vision 20/20 Strategic Plan as follows:

**Goal 2-8**

The City will, in partnership with its First Nations partners, continue to advance the Tunnel Island 'Common Ground' project in a manner that celebrates and respects the cultural, historic and environmental importance of the lands for all people

## **Consulting Contract**

-between-

City of Kenora  
on behalf of the Common Ground Tunnel Island Partners

-and-

Black Dog Management & Consulting

### **1.0 Contract for Services**

The City of Kenora, (hereafter referred to as the City), on behalf of the Common Ground Tunnel Island Partners: Grand Council Treaty #3, Wauzhusk Onigum, Obashkaandagaang, Ochiichagwe' Babigo' Ining and the City of Kenora, hereby engages the services of Black Dog Management & Consulting for the purposes of a Strategic Planning project.

Black Dog Management & Consulting shall undertake the specific tasks and activities as outlined in:

Schedule A: Black Dog Management & Consulting proposal dated January 19, 2015

### **2.0 Assignment of Services**

Black Dog Management & Consulting shall not assign this agreement, or any part of this agreement, or retain subcontractors not specified in the consultant's proposal, without prior written consent from the City and its partners.

### **3.0 Term of Contract**

This contract covers a time period of up to eight months, commencing on February 13, 2015 and ending on March 15, 2015 or sooner.

**4.0 Fees, Disbursements and Billing**

Total costs for the work shall not exceed \$12, 500.00

Black Dog Management & Consulting shall invoice the City of Kenora on behalf of the Common Ground Tunnel Island partners, as follows:

Project Kick Off Meeting (mobilization)	2 000
Planning Session #1	5 000
Planning Session #2	5 000
Final Report	500

**Total Project Fees** **\$12,500**

The invoices shall be paid upon approval of the work by the Common Ground Tunnel Island partner working group.

**5.0 Reporting**

For the purpose of monitoring the progress of the project, and accountability for professional services rendered, Black Dog Management & Consulting shall report to the Common Ground Tunnel Island project steering committee.

Jennifer Findlay, City of Kenora Economic Development Officer, will be the contact person for this contract.

Black Dog Management & Consulting shall adhere to the work plan as developed, based on the activities outlined in Schedule "A"

## **6.0 Intellectual Property**

All materials including, but not limited to, documents, raw data, research, processes, technology programs, reports and photographs produced in the performance of this agreement shall belong to the City of Kenora and the Common Ground Tunnel Island project partners.

## **7.0 Public Communications**

Any public relations, media reporting or publications relating to this agreement, or services rendered through this agreement shall be through the Tunnel Island Common Ground steering committee unless otherwise specified.

## **8.0 Conflict of Interest**

Black Dog Management & Consulting shall disclose an interest in any project whereby there would be a direct pecuniary interest derived from work undertaken in the fulfillment of the contractual obligations associated with this project.

## **9.0 Changes to Contract**

Black Dog Management & Consulting shall complete all work to the satisfaction of the Tunnel Island Common Ground partners, according to the terms of reference, and for the amount as set out in this Contract, including Schedule "A" . No additional money shall be paid to the consultant for any additional work for which prior authorization has not been given in writing.

The contract may be revised during the project provided a complete analysis of the effect of any proposed change is submitted and agreed upon in writing by both parties. This analysis would include an assessment of the impact on target dates and costs.

**10.0 Termination of Contract**

In the event the Tunnel Island Common Ground partners are not satisfied, the City can terminate at any time and pay for services rendered to date.

**11.0 Entire Agreement**

Subject to section 1.0, this Agreement, including the following Schedules

- Schedule "A" Black Dog Management & Consulting Proposal dated January 19, 2015

constitutes the entire Agreement between the parties. There are no other agreements, understanding, representation; either collateral or otherwise.

{City of Kenora on behalf of the partners

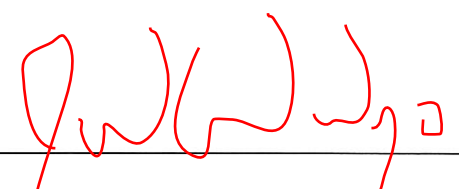
{  
Per: \_\_\_\_\_  
}

\_\_\_\_\_

Date

{ Per: \_\_\_\_\_  
}

{Black Dog Management & Consulting

{  
Per:  \_\_\_\_\_

\_\_\_\_\_

Date

1/19/2015

# Tunnel Island Common Ground Strategic Planning 2015

Statement of Work

Developed by:  
JEREMIAH WINDEGO



## Engagement Resources

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### **Jeremiah Windego**

Innovative Senior Executive with 11 years of experience in First Nation business and project management. My experience as a general manager for Nigigoonsiminikaaning First Nation for 6 years and CEO for Naicatchewenin Development Corporation for 5 years has provided me with the knowledge and experience to understand First Nation issues and solutions. During this time I focused my understanding of First Nation people and facilitation techniques to develop a solid foundation for economic development initiatives. It's only from clear and constant communication that economic development activities will be successful. These activities must be communicated throughout the community at all stages so that support for each initiative is member driven and will stand the test of time and changes in leadership. First Nation communities are striving to move from formula of the day funding dependency to independence through wealth creation and capacity building. I have helped First Nation communities establish clear plans and priorities to achieve this goal through progressive and aggressive business plan implementation.

## Scope of Work

---

Contractor shall provide the Services and Deliverable(s) as follows:

PROPOSED DRAFT ONLY;

1. Strategic planning
  - a. Complete two day strategic planning session to establish clear project scope, goals, establish tasks to achieve scope and goals, assign resources (human/financial) and establish timelines and reporting mechanisms.
  - b. Create project plan and describe in a gantt chart.
  - c. 10 days.
2. Implementation planning
  - a. Assign resources (human & financial).
  - b. Estimate timelines to complete tasks and create project schedule.
  - c. 5 days.
3. Project management
  - a. Action priority items 1 through 4 to move project forward.
  - b. 10 days.

Upon completion of this Performance Period, Contractor and Client will have the option to renew this agreement for an additional then-stated number of hours at the then-current hourly rate for those resources identified.

Bill To Address	Client Project Manager	Purchase Order Number
1 Main Street South Kenora, ON P9N 3X2 Ph: (807) 467 2000	Jennifer Findlay <a href="mailto:jfindlay@kenora.ca">jfindlay@kenora.ca</a>	<i>Insert Purchase Order No. Here</i>

## Out-of-Pocket Expenses / Invoice Procedures

Client will be invoiced monthly for the consulting services and T&L expenses. Standard Contractor invoicing is assumed to be acceptable. Invoices are due upon receipt.

Client will be invoiced all costs associated with out-of-pocket expenses (including, without limitation, costs and expenses associated with meals, lodging, local transportation and any other applicable business expenses) listed on the invoice as a separate line item. Reimbursement for out-of-pocket expenses in connection with performance of this SOW, when authorized and up to the limits set forth in this SOW, shall be in accordance with Client's then-current published policies governing travel and associated business expenses, which information shall be provided by the Client Project Manager. The limit of reimbursable expenses pursuant to this SOW is estimated to be 15% of the fees unless otherwise authorized in writing and agreed to by both parties via the project change control procedure outlined within.

Invoices shall be submitted monthly in arrears, referencing this Client's SOW Number to the address indicated above. Each invoice will reflect charges for the time period being billed and cumulative figures for previous periods. Terms of payment for each invoice are due upon receipt by Client of a proper invoice. Contractor shall provide Client with sufficient details to support its invoices, including time sheets for services performed and expense receipts and justifications for authorized expenses, unless otherwise agreed to by the parties. Payments for services invoiced that are not received within 30-days from date of invoice will be subject to a 5% penalty per calendar month.

## Completion Criteria


Contractor shall have fulfilled its obligations when any one of the following first occurs:

**IN WITNESS WHEREOF**, the parties hereto have caused this SOW to be effective as of the day, month and year first written above.

Tunnel Island Common Ground  
Partners

Jeremiah Windego

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

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



**February 9, 2015**

## **City Council Committee Report**

**TO: Mayor and Council**

**FR: Jennifer Findlay, Economic Development Officer**

**RE: Coney Island – NOHFC Funding Agreement**

### **Recommendation:**

That Council hereby authorizes the Mayor and Clerk to enter into an agreement between the Corporation of the City of Kenora and Northern Ontario Heritage Fund for the Coney Island Development project; and further

That three readings be given to a by-law for this purpose.

### **Background:**

(see attached from Beaches Parks and Trails Concept Plan (2010))

In 2010, the City of Kenora completed the Beaches, Parks and Trails Concept Plan. The purpose of the Plan was to develop a long-term overview of improvements to Kenora's beaches and park areas and trails to transition them from a local amenity known to local residents to improved assets for local residents and visitors.

The Beaches Parks and Trails Concept Plan for Coney Island included improvements to the public docks on the north side to enable commercial access to Coney Island for the MS Kenora and other tour boat operators; upgrade existing dock infrastructure on the west side public beach and installation of directional signage to greet visitors to Coney Island.

This project does not complete all of the recommended elements from the Beaches Parks and Trails Concept Plan (2010) but enables the City of Kenora to proceed with some of the early, important elements.

### **Budget Implications:**

Project budget is \$360,000 with the NOHFC contribution of up to \$120,000.

The City of Kenora contribution is \$120,000 from the 2014 and 2015 docks budgets

**Communication Plan/Notice By-law Requirements:** Economic Development, Tourism, Facilities, Parks, Manager of Property & Planning and Finance

**Strategic Plan or other Guiding Document:**

The Coney Island Development project has strong synergies with the City of Kenora's Vision 20/20 Strategic Plan as follows:

**1-2**

The City will forge strong, dynamic working relationships with the Kenora business community. The project will provide access to Coney Island for the MS Kenora and other commercial tour boat operators

**1-9**

The City will promote Kenora as a 365-day lifestyle destination  
Coney Island enhances Kenora as a lifestyle destination

**1-10**

The City will promote and leverage its recreation and leisure amenities as a means to support local economic activity, tourism and to strengthen community ties with our regional neighbours

**1-11**

The City will support Kenora's "North America's Premier Boating Destination" Brand implementation strategy

**1-12**

The City will support, promote and expand the tourism industry. In recognition of the growing importance of tourism within the economy, Kenora will pursue the recruitment and facilitation of a new event(s) which celebrates Kenora as a thriving and dynamic year-round destination

**2-9**

The City will support continuous improvements to recreation and leisure amenities, particularly those that support the quality of life

**2-10**

The City will continue to explore opportunities to develop and improve our beaches, parks & trails

January 26, 2015

Ms. Jennifer Findlay  
Economic Development Officer  
The Corporation of the City of Kenora  
1 Main Street South  
Kenora ON P9N 3X2

Dear Ms Findlay

Re: NOHFC Project # 950875

Enclosed are:

- two copies of the proposed transfer payment agreement between City of Kenora the Northern Ontario Heritage Fund Corporation (the NOHFC)
- a chart showing other documents to be completed and returned to the NOHFC
- a copy of the NOHFC's electronic funds transfer (EFT) information form for your use (please note that although the EFT information may have been submitted for other projects, it is a requirement for each approved project)

If the agreement is acceptable, **please arrange for signatures on all copies by an authorized signatory of Recipient and return all of the signed copies, together with a completed Schedule C, and a completed and signed EFT information form with void cheque, to the NOHFC at 70 Foster Drive, Suite 200, Sault Ste. Marie P6A 6V8.** One copy will be returned to you after signing by the NOHFC.

Please be advised that the agreement does not enter into effect until NOHFC has signed the agreement and we therefore ask that you sign and send the agreement to NOHFC for its signature within 60 days.

After the agreement has been fully executed, your project officer Theresa Stephens, Phone 807-468-2804, will provide you with an electronic version of the Request for Funds Form in Schedule D for your convenience. If there are any aspects of the agreement that you wish to discuss, please contact Jake Kallio, NOHFC at telephone number 1-800-461-8329 or 705-945-6736.

Sincerely



Bruce Strapp  
Executive Director

**NORTHERN ONTARIO HERITAGE FUND CORPORATION  
ELECTRONIC FUNDS TRANSFER INFORMATION FORM**

CONDITIONAL CONTRIBUTION PROJECT NO.: **950875**

RECIPIENT NAME: CITY OF KENORA

I/We hereby authorize Northern Ontario Heritage Fund Corporation (NOHFC) to deposit Funds (as defined in the conditional contribution agreement between NOHFC and Recipient) by way of electronic funds transfer into the bank account described below. For greater certainty, a sample cheque, marked "VOID", is attached to identify the bank and the account into which NOHFC may deposit Funds.

FINANCIAL INSTITUTION INFORMATION			
NAME OF ACCOUNT HOLDER			
NAME OF FINANCIAL INSTITUTION			
ADDRESS			
CITY		PROVINCE	POSTAL CODE
ACCOUNT INFORMATION (Account must provide chequing privileges)	TRANSIT	BANK	ACCOUNT NUMBER

ACCOUNT HOLDER SIGNATURE	DATE
ACCOUNT HOLDER SIGNATURE	DATE

If more than one signature is required to deposit funds into this account, all signatories should sign this form.  
\*\*\*\*\*ATTACH SAMPLE CHEQUE MARKED "VOID"\*\*\*\*\*

**THE AGREEMENT** made in duplicate

**B E T W E E N:**

**NORTHERN ONTARIO HERITAGE FUND CORPORATION**

a corporation existing under the laws of Ontario

(“**NOHFC**”)

- and -

**CITY OF KENORA**

a municipal corporation incorporated under the laws of Ontario

(the “**Recipient**”)

**Background:**

NOHFC has among its objects the promotion and stimulation of economic initiatives in northern Ontario.

The Recipient has applied to NOHFC for funds to assist the Recipient in carrying out the Project described in this Agreement.

NOHFC is willing to provide funds to the Recipient to assist the Recipient in carrying out the Project on the terms and conditions set forth herein.

**Consideration:**

In consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Parties agree as follows:

**ARTICLE 1  
INTERPRETATION AND DEFINITIONS**

**1.1 Interpretation.** For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the background and the headings do not form part of the Agreement; they are for reference only and shall not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency shall be to Canadian dollars and currency;
- (e) “include”, “includes” and “including” shall not denote an exhaustive list; and



- (f) in the event of a conflict between the main body of the Agreement and any schedule, the main body of the Agreement governs unless the schedule states that the schedule or a provision or provisions of the schedule operate(s) despite the main body of the Agreement.

1.2 **Definitions.** In the Agreement the following terms shall have the following meanings:

**“Agreement”** means this agreement entered into between NOHFC and the Recipient and includes all of the schedules listed in section 26.1.

**“BPSAA”** means the *Broader Public Sector Accountability Act, 2010* (Ontario), including any directives and/or guidelines issued pursuant to that Act.

**“Conflict of Interest”** has the meaning ascribed to it in section 7.2.

**“Effective Date”** is the date the Agreement is signed by NOHFC.

**“Eligible Project Costs”** means the costs paid by the Recipient for the purpose of carrying out the Project for which NOHFC may provide Funds and that are (a) incurred by the Recipient between September 30, 2013 and the expiry or termination of the Agreement; (b) in the sole opinion of NOHFC, reasonable and necessary for carrying out the Project; and (c) limited to the amounts and Project cost categories set out in the Project Costs Chart in Schedule “B”.

**“Event of Default”** has the meaning ascribed to it in section 14.1.

**“Excess Funds Amount”** means the excess, if any, of X – Y where  
“X” is the amount of Funds provided to the Recipient under the Agreement; and  
“Y” is the Project Percentage of the total Eligible Project Costs paid by the Recipient to complete the Project.

**“Funding Year”** means:

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

**“Funds”** means the money NOHFC provides to the Recipient pursuant to the Agreement.

**“Indemnified Parties”** means Northern Ontario Heritage Fund Corporation and each of its directors, officers, agents, advisors, and representatives;

**“Ineligible Project Costs”** means all Project costs that are not Eligible Project Costs.

**“Maximum Funds”** means the maximum amount payable to the Recipient in respect of Eligible Project Costs under the Agreement, which is the lesser of: (i) the Project Percentage of the total Eligible Project Costs paid by the Recipient to complete the Project, and (ii) one hundred twenty thousand dollars (\$120,000.00).

**“NOHFC Claim Schedule”** means the NOHFC claim schedule set out in Schedule “C”.

**“Notice”** means any communication given or required to be given under the Agreement.

**“Party”** means either NOHFC or the Recipient and **“Parties”** means NOHFC and the Recipient.

**“Project”** means the undertaking described in Schedule “A” and in the Project Plan in Schedule “C”.

**“Project Budget”** means the budget for the Project set out in Schedule “B”.

**“Project Costs Chart”** means the chart of Project costs set out in Schedule “B”.

**“Project Funding Chart”** means the chart of Project funding set out in Schedule “B”.

**“Project Percentage”** means 33.33%.

**“Project Plan”** means the chart setting out milestones/activities and timelines for the Project in Schedule “C”.

**“Quarter”** or **“Quarters”** means one or more of the following four periods of time in NOHFC’s fiscal year: April 1 up to and including June 30, July 1 up to and including September 30, October 1 up to and including December 31, and January 1 up to and including March 31.

**“Reports”** means the financial and progress reports described in Schedule “E” and any other reports requested by NOHFC.

**“Request for Funds”** means the form set out in Schedule “D” of the Agreement.

**“Wind Down Costs”** means the Recipient’s reasonable costs to wind down the Project.

## **ARTICLE 2 REPRESENTATIONS, WARRANTIES AND COVENANTS**

2.1 **General.** The Recipient represents, warrants and covenants that:

- (a) it is, and shall continue to be for the term of the Agreement, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and shall continue to have for the term of the Agreement, the experience and expertise necessary to carry out the Project;
- (c) any information the Recipient provided to NOHFC contained in its application and in support of its application (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it, and shall continue to be true and complete for the term of the Agreement in every respect, except as set out to the contrary in the Agreement; and
- (d) no Conflict of Interest exists.

2.2 **Execution of Agreement.** The Recipient represents and warrants that:

- (a) it has the full power and authority to enter into the Agreement; and

(b) it has taken all necessary actions to authorize the execution of the Agreement.

2.3 **Governance.** The Recipient represents, warrants and covenants that it has, and shall maintain for the period during which the Agreement is in effect, by-laws or other legally necessary instruments to:

(a) establish procedures to ensure the ongoing effective functioning of the Recipient;

(b) establish decision-making mechanisms;

(c) provide for the prudent and effective management of the Funds;

(d) establish procedures to enable the successful completion of the Project;

(e) establish procedures to enable the timely identification of risks to the completion of the Project and strategies to address the identified risks;

(f) establish procedures to enable the preparation and delivery of all Reports required pursuant to Article 8; and

(g) deal with such other matters as the Recipient considers necessary to ensure that the Recipient carries out its obligations under the Agreement.

2.4 **Supporting documentation.** Upon request, the Recipient shall provide NOHFC with proof of the matters referred to in this Article 2.

### **ARTICLE 3 TERM OF THE AGREEMENT, USE OF FUNDS AND PROJECT**

3.1 **Term.** The term of the Agreement shall commence on the Effective Date and shall expire one year after the Project completion date set out by the Recipient in Schedule "C" unless terminated earlier pursuant to Article 13 or Article 14.

3.2 **Project and use of Funds.** The Recipient shall:

(a) carry out the Project;

(i) in accordance with the terms and conditions of the Agreement; and

(ii) in compliance with all federal and provincial laws and regulations, all municipal by-laws, any other orders, rules and by-laws and industry standards related to any aspect of the Project;

(b) at its own expense, obtain all permits, licences, approvals and authorizations required to complete the Project and satisfy the terms and conditions of the Agreement;

(c) use the Funds only for the purpose of carrying out the Project; and

(d) spend the Funds only in accordance with the Project Budget.

## **ARTICLE 4 CHANGES**

4.1 **No changes.** The Recipient shall:

- (a) not make any changes to the Project and/or the Project Budget without the prior written consent of NOHFC, which consent may be conditional on recovery of the Funds provided to the Recipient; and
- (b) abide by the terms and conditions NOHFC may require in giving such consent.

4.2 **Notification.** The Recipient shall notify NOHFC promptly if it becomes aware of:

- (a) any actual or potential material changes to the Project and/or Project Budget; and
- (b) any event that may affect the Recipient's ability to complete the Project in accordance with the Agreement.

## **ARTICLE 5 FUNDS, PAYMENT AND CARRYING OUT THE PROJECT**

5.1 **Obligation to fund.**

- (a) Subject to the terms and conditions of the Agreement, NOHFC shall reimburse the Recipient for Eligible Project Costs paid by the Recipient up to the amount of the Maximum Funds.
- (b) NOHFC is not responsible for any cost overruns related to the Project. The Recipient shall provide its own funds or funds from other sources for all Eligible Project Costs not reimbursed by NOHFC in the Project Costs Chart and all Ineligible Project Costs. The Recipient is responsible for all costs that exceed the Eligible Project Costs set out in the Project Costs Chart.

5.2 **Payment of Funds.**

- (a) Subject to the terms and conditions of the Agreement, NOHFC shall:
  - (i) provide the Funds to the Recipient in accordance with the NOHFC Claim Schedule;
  - (ii) issue a cheque in the Recipient's name or deposit the Funds electronically into an account designated by the Recipient in writing, provided that the account resides at a Canadian financial institution and is in the name of the Recipient.
- (b) To initiate reimbursement of Eligible Project Costs by NOHFC, the Recipient shall submit the following to NOHFC:
  - (i) a completed Request for Funds; and

- (ii) copies of all invoices or such other evidence satisfactory to NOHFC or its agents, in their sole discretion, of costs incurred relating to the Eligible Project Costs claimed in the submitted Request for Funds and copies of cancelled cheques and/or such other evidence satisfactory to NOHFC or its agents, in their sole discretion, of payment of the Eligible Project Costs claimed.

**5.3. Limitations on funding.**

- (a) If the total Eligible Project Costs paid by the Recipient are less than the estimated Eligible Project Costs set out in the Project Costs Chart, NOHFC may, in its sole discretion:
  - (i) vary the amount of Eligible Project Costs that it reimburses; and
  - (ii) where applicable, demand the repayment of the Excess Funds Amount, whereupon the amount demanded by NOHFC shall immediately become due and payable.
- (b) Following receipt of the items specified in section 5.2(b), in each Quarter, NOHFC agrees to pay to the Recipient an amount equal to the Project Percentage of Eligible Project Costs claimed in each request for Funds up to the amount payable for each Quarter set out in the NOHFC Claim Schedule.
- (c) In the event the Recipient:
  - (i) wishes to amend the NOHFC Claim Schedule by an amount equal to or greater than \$100,000.00;
  - (ii) wishes to transfer amounts between cost categories in the Project Costs Chart; and/or
  - (iii) does not claim reimbursement of any Eligible Project Costs by NOHFC in any Quarter where the amount of the NOHFC Claim for that Quarter as set out in the NOHFC Claim Schedule exceeds \$100,000.00,

the Recipient shall complete the appropriate section(s) of the Change Request Form as set out in Schedule "F" and submit it to NOHFC. NOHFC may approve or reject all or part of any such change request in its sole discretion. In the event NOHFC signs a Change Request Form, this Agreement shall be amended accordingly.

- (d) NOHFC shall hold back 10% of one hundred twenty thousand dollars (\$120,000.00), to be released only after all of the following have occurred:
  - (i) completion of the Project in accordance with the Agreement;
  - (ii) receipt by NOHFC of all Reports required under the Agreement; and
  - (iii) receipt by NOHFC of the final Request for Funds for the Project.
- (e) The Recipient shall not use the Funds for any Eligible Project Costs for which the Recipient is in receipt of funds from other sources. The Recipient shall promptly notify

NOHFC if any other funds are received for the Project from sources other than those set out in the Project Funding Chart or in amounts from the sources set out in the Project Funding Chart that are greater than the amounts set out in the Project Funding Chart. If the Recipient receives funds for the Project from sources that are not listed in the Project Funding Chart or in amounts from the sources set out in the Project Funding Chart that are greater than the amounts set out in the Project Funding Chart, in its sole discretion, NOHFC may reduce the amount of the Funds it provides to the Recipient by, or demand the repayment of, an amount equal to the additional funds, whereupon the amount demanded by NOHFC shall immediately become due and payable, to ensure that there is no duplication of funding for the Project.

- (f) NOHFC may, in its sole discretion, provide Funds to the Recipient in advance of the Recipient incurring Eligible Project Costs. If NOHFC provides Funds to the Recipient in advance, NOHFC will not make any further payments of Funds until the Recipient has submitted, in respect of the Recipient's spending of such advance on Eligible Project Costs, evidence satisfactory to NOHFC that the Funds advanced have been spent solely on Eligible Project Costs.
- (g) The Recipient acknowledges that the amount of Funds available to it pursuant to the Agreement is based on the net costs to the Recipient, net of any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit or refund.

5.4. **Conditions of funding.** NOHFC's obligation to provide Funds to the Recipient is subject to fulfillment of the following conditions precedent to NOHFC's satisfaction:

- (a) the Recipient shall have provided the insurance certificate(s) or other documents provided for in Article 12;
- (b) the Recipient shall have provided written evidence satisfactory to NOHFC that the funds from other sources set out in the Project Funding Chart necessary to complete the Project have been committed;
- (c) NOHFC shall have received and been satisfied with the information provided by the Recipient pursuant to Article 8.0. If NOHFC is not satisfied with such information, it may adjust the amount of Funds it provides to the Recipient in any Quarter;
- (d) NOHFC shall have received and been satisfied with any information it may reasonably require to conduct a due diligence review of the Recipient and the Project;
- (e) NOHFC shall have received a completed electronic funds transfer information form which will enable NOHFC to deposit the Funds into the Recipient's designated bank account by way of electronic funds transfer;
- (f) the Recipient shall have provided evidence that all required plans, permits, approvals and authorizations have been obtained for the Project, including without limitation, required permits and approvals from each of the Canadian Department of Fisheries and Ocean, Transport Canada and the Ontario Ministry of Natural Resources and Forestry; and
- (g) NOHFC shall have received a copy of a resolution passed by the Recipient's council in which the Recipient commits to (i) provide an amount not less than \$120,000 for

Project-related costs, (b) cover cost overruns related to carrying out the Project, and (c) operating and covering the costs of facilities upgraded, installed or constructed for this Project for a period not less than three years after the expiry or termination of the Agreement.

## **ARTICLE 6 ACQUISITION OF GOODS AND SERVICES; DISPOSAL OF ASSETS AND OWNERSHIP OF LAND, BUILDINGS AND FACILITIES**

- 6.1 **Acquisition.** If the Recipient acquires supplies, equipment or services with the Funds it shall do so through a process that promotes the best value for money. If the Recipient is selecting third-party contractors from which to acquire supplies, equipment or services for the Project for an amount greater than twenty-five thousand dollars (\$25,000.00) a competitive process must be used, including a written request for at least three proposals, written evaluation of bids received and a written agreement with the successful contractor. NOHFC may, at its sole discretion, consent in writing to non-competitive procurement over \$25,000.00 if details of urgency, special expertise, confidentiality, savings or other circumstances warrant it.
- 6.2 **Disposal of assets.** The Recipient shall not, during the term of the Agreement and for three years after the expiry or termination of the Agreement, without NOHFC's prior written consent, sell, lease or otherwise dispose of any assets purchased with the Funds or for which Funds were provided, the cost of which exceeded \$10,000.00 at the time of purchase. This obligation shall survive the expiry or termination of the Agreement.
- 6.3 **Buildings and Facilities.** Unless NOHFC otherwise agrees in writing, Recipient shall own or lease all buildings or facilities purchased, constructed or improved with the Funds for a period of time no shorter than the life of any capital improvement made to the buildings or facilities, which period of time shall, for further clarification, at a minimum last for three years after the expiry or termination of the Agreement. This obligation shall survive the expiry or termination of the Agreement.

## **ARTICLE 7 CONFLICT OF INTEREST**

- 7.1 **No Conflict of Interest.** The Recipient shall carry out the Project and use the Funds in a manner that avoids any Conflict of Interest.
- 7.2 **Conflict of interest includes.** For the purposes of this Agreement, a "Conflict of Interest" includes:
- (a) in relation to the process of applying for Funds, any circumstance where the Recipient has or could be perceived to have an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage over other applicants; and
  - (b) in relation to the performance of its obligations under the Agreement, any circumstances where the Recipient (or any person who has the capacity to influence the Recipient's decisions) has outside commitments, relationships or financial interests that interfere with, or could, or could be seen to interfere with, the Recipient's objective, unbiased and impartial judgment relating to the Project and the use of the Funds.
- 7.3 **Disclosure to NOHFC.** The Recipient shall:

- (a) disclose to NOHFC without delay any circumstances that a reasonable person would interpret as being a Conflict of Interest; and
- (b) comply with any terms and conditions that NOHFC may reasonably prescribe as a result of the disclosure.

## **ARTICLE 8 REPORTING, ACCOUNTING AND REVIEW**

### **8.1 Preparation and submission.** The Recipient shall:

- (a) submit to NOHFC at the address provided in section 18.1, all Reports using the appropriate form of report set out in Schedule "E" in accordance with the timelines and content requirements set out in the Reports Schedule in Schedule "E", or in a form as specified by NOHFC from time to time;
- (b) submit to NOHFC at the address provided in section 18.1, any other Reports requested by NOHFC in accordance with the timelines and content requirements specified by NOHFC;
- (c) ensure that all Reports are completed to the satisfaction of NOHFC; and
- (d) ensure that all Reports are signed on behalf of the Recipient by an authorized signing officer.

### **8.2 Record maintenance.** The Recipient shall keep and maintain for a period of seven years after the expiry or termination of the Agreement:

- (a) all financial records (including invoices) relating to the Funds or otherwise to the Project in a manner consistent with generally accepted accounting principles; and
- (b) all non-financial documents and records relating to the Funds or otherwise to the Project.

### **8.3 Inspection.** NOHFC, its authorized representatives or an independent auditor identified by NOHFC may, at its own expense, upon 24 hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to review the progress of the Project and the Recipient's expenditure of the Funds, and for these purposes NOHFC, its authorized representatives or an independent auditor identified by NOHFC, may:

- (a) inspect and copy the records and documents referred to in section 8.2; and
- (b) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds and/or Project.

### **8.4 Disclosure.** To assist in respect of the rights set out in section 8.3, the Recipient shall disclose any information reasonably requested by NOHFC, its authorized representatives or an independent auditor identified by NOHFC, and shall do so in a form reasonably requested by NOHFC, its authorized representatives or an independent auditor identified by NOHFC, as the case may be.



- 8.5 **No control of Records.** No provision of the Agreement shall be construed so as to give NOHFC any control whatsoever over the Recipient's records.
- 8.6 **Auditor General.** For greater certainty, NOHFC's rights under this Article are in addition to any rights provided to the Auditor General pursuant to the *Auditor General Act* (Ontario).
- 8.7 **Audit report.** If NOHFC or the Auditor General believes that there are inaccuracies in, or inconsistencies between, any Request for Funds submitted to NOHFC and the Recipient's financial records and books of account, NOHFC or the Auditor General may request and the Recipient must provide at its own expense an audit report from a public accountant licensed under the laws of Ontario. The audit report must be satisfactory to NOHFC in form and content and address:
- (a) Funds received to date;
  - (b) Eligible Project Costs incurred by the Recipient to date;
  - (c) whether the Eligible Project Costs were incurred in accordance with the Project and the Agreement; and
  - (d) any other financial information pertaining to the Agreement as may be reasonably specified in the request.

## **ARTICLE 9 CREDIT**

- 9.1 **Acknowledge support.** Unless otherwise directed by NOHFC, the Recipient shall, in a form approved by NOHFC, acknowledge the support of NOHFC in any publication of any kind, written or oral, relating to the Project.
- 9.2 **Publication.** If the Recipient publishes any material of any kind, written or oral, relating to the Project, the Recipient shall indicate in the material that the views expressed in the material are the views of the Recipient and do not necessarily reflect those of NOHFC or the government of Ontario.
- 9.3 **Signage.** At the request of NOHFC, the Recipient shall install and maintain in good condition signs or plaques acknowledging NOHFC's support for the Project in conspicuous and visually unobstructed locations near the Project, in accordance with NOHFC instructions.

## **ARTICLE 10 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY**

- 10.1 **FIPPA.** The Recipient acknowledges that NOHFC is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario), as amended from time to time, and that any information provided to NOHFC in connection with the Project or otherwise in connection with the Agreement is subject to disclosure in accordance with that Act.

## **ARTICLE 11 INDEMNITY**

- 11.1 **Indemnification.** The Recipient hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, losses, costs, damages and

expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with the Agreement.

## **ARTICLE 12 INSURANCE**

- 12.1 **Recipient's insurance.** The Recipient represents and warrants that it has, and shall maintain for the term of the Agreement, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than two million dollars (\$2,000,000) per occurrence. The policy shall include the following:
- (i) the Indemnified Parties (as defined in section 1.2) as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
  - (ii) a cross-liability clause;
  - (iii) contractual liability coverage; and
  - (iv) a thirty (30) day written notice of cancellation.
- 12.2 **Proof of insurance.** The Recipient shall provide NOHFC with certificates of insurance, or other proof as may be requested by NOHFC, that confirms the insurance coverage as provided for in section 12.1. Upon the request of NOHFC, the Recipient shall make available to NOHFC a copy of each insurance policy.
- 12.3 **Compliance with Recipient's insurance.** The Recipient shall comply with all provisions and requirements of any of the Recipient's insurance policies applicable to the Project.
- 12.4 **Third party insurance.** The Recipient shall ensure that any third party sources of funds for the Project and subcontractors retained to perform any part or parts of the Project shall have adequate insurance in place that is appropriate to the Project risks and to the third party.

## **ARTICLE 13 TERMINATION ON NOTICE**

- 13.1 **Termination on Notice.** NOHFC may terminate the Agreement at any time upon giving at least 30 days' Notice to the Recipient.
- 13.2 **Consequences of Termination.** If NOHFC terminates the Agreement pursuant to section 13.1, NOHFC:
- (a) shall have no further obligation to make any payment of Funds;
  - (b) may demand the repayment of any Funds remaining in the possession or under the control of the Recipient, whereupon the amount demanded by NOHFC shall immediately become due and payable; and

- (c) may determine the Recipient's reasonable Wind Down Costs, and either:
  - (i) permit the Recipient to offset the Wind Down Costs against the amount owing pursuant to subsection 13.2(b); and/or
  - (ii) subject to section 5.3(g) provide Funds to the Recipient to cover the Wind Down Costs.

**ARTICLE 14  
EVENT OF DEFAULT AND CORRECTIVE ACTION**

14.1 **Events of Default.** Each of the following events shall constitute an “Event of Default”:

- (a) if in the opinion of NOHFC, the Recipient has knowingly provided false or misleading information regarding its request for funding or in any communication with NOHFC;
- (b) if any representation or warranty provided to NOHFC (herein or otherwise) by the Recipient is incorrect in any material respect on the date on which such representation or warranty was made;
- (c) if in the opinion of NOHFC, the Recipient breaches any term or condition of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement without the prior written consent of NOHFC:
  - (i) carry out the Project;
  - (ii) complete the milestones set out in the Project Plan in accordance with the timing set out in the Project Plan;
  - (iii) use or spend Funds; and/or
  - (iv) provide Reports;
- (d) the nature of the Recipient's operations or its corporate status changes so that it no longer meets one or more of the applicable eligibility requirements of the program under which NOHFC provides the Funds;
- (e) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or is petitioned into bankruptcy, or files for the appointment of a receiver;
- (f) if any bankruptcy, reorganization, arrangement or insolvency proceedings for relief under any bankruptcy or similar laws for the relief of debtors are instituted against the Recipient or is consented to by the Recipient, or, if contested by the Recipient, is not dismissed within 30 days;
- (g) the Recipient ceases to operate; or
- (h) a Conflict of Interest that cannot be resolved to NOHFC's satisfaction, acting reasonably.

14.2 **Corrective action.** If an Event of Default occurs, NOHFC may, at any time, take one or more of the following actions:

- (a) initiate any action NOHFC considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) suspend the payment of Funds for such period as NOHFC determines appropriate;
- (c) reduce the amount of the Funds;
- (d) cancel all further payment of Funds;
- (e) demand the repayment of any Funds remaining in the possession or under the control of the Recipient, whereupon the amount demanded by NOHFC shall immediately become due and payable;
- (f) demand the repayment of an amount equal to any Funds the Recipient used for purposes not agreed upon by NOHFC, whereupon the amount demanded by NOHFC shall immediately become due and payable;
- (g) demand the repayment of an amount equal to any Funds NOHFC provided to the Recipient, whereupon the amount demanded by NOHFC shall immediately become due and payable;
- (h) terminate the Agreement immediately upon giving Notice to the Recipient; and/or
- (i) exercise any other rights or remedies available to NOHFC under this Agreement or applicable law.

14.3 **Opportunity to remedy.** In addition to its rights provided for in section 14.2, NOHFC may provide the Recipient an opportunity to remedy the Event of Default by providing Notice to the Recipient:

- (a) of the particulars of the Event of Default; and
- (b) of the period of time within which the Recipient is required to remedy the Event of Default.

14.4 **Recipient not remedying.** If NOHFC has provided the Recipient with an opportunity to remedy the Event of Default pursuant to section 14.3 and:

- (a) the Recipient does not remedy the Event of Default within the time period specified in the Notice;
- (b) NOHFC determines in its sole discretion that the Recipient cannot completely remedy the Event of Default within the time period specified in the Notice or such further period of time as NOHFC considers reasonable; or
- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to NOHFC,

NOHFC may initiate any one or more of the actions provided for in sections 14.2 (a), (d), (e),

(f), (g), (h) and (i).

- 14.5 **Termination date.** The effective date of any termination under this Article shall be the last day of the Notice period, the last day of any subsequent Notice period or immediately, whichever applies.

#### **ARTICLE 15 PAYMENT BY NOHFC OF AMOUNTS OWING BY RECIPIENT**

- 15.1 **Amounts owing by Recipient and subcontractors.** The Recipient covenants and agrees to pay when due, and to ensure that any of its subcontractors pays when due, all amounts required to be paid by it/its subcontractors to complete the Project in accordance with the Agreement.
- 15.2 **NOHFC's right to pay amounts due and unpaid by Recipient or subcontractors.** In the event the Recipient or any of its subcontractors fails to pay when due, all amounts required to be paid by it/its subcontractors to complete the Project in accordance with the Agreement, NOHFC shall have the right, but for greater certainty, no obligation, in addition to and not in substitution for any other right it may have pursuant to the Agreement or otherwise at law or in equity, to pay any amount due and unpaid by the Recipient or its subcontractors and to deduct such amount from any amount due and owing from time to time to the Recipient pursuant to the Agreement together with all costs incurred by NOHFC in connection therewith or to demand the repayment of such amount from the Recipient together with all costs incurred by NOHFC in connection therewith.

#### **ARTICLE 16 COMPLIANCE WITH AGREEMENT AND LAWS**

- 16.1 **Compliance with Agreement.** The Recipient shall take all reasonable measures to ensure that its officers, directors, partners, employees, agents, contractors, subcontractors and volunteers are bound to observe the provisions of the Agreement. In all contracts relating to the Project, the Recipient shall include terms and conditions similar to and not less favourable to NOHFC than the terms and conditions of the Agreement to the extent that they are applicable to the subject of the contract.
- 16.2 **Compliance with Laws.** The Recipient shall take all reasonable measures to ensure that its officers, directors, partners, employees, agents, contractors, subcontractors and volunteers if any, at all times to comply with any and all applicable federal, provincial and municipal laws, ordinances, statutes, rules regulations and orders. The Recipient shall obtain, at its own expense, all permits from public authorities which may be required in connection with the performance of this Agreement.

#### **ARTICLE 17 REPAYMENT AND SET OFF**

- 17.1 **Debt due.** If the Recipient owes any monies, including any Funds, to NOHFC, whether or not their return or repayment has been demanded by NOHFC, such monies shall be deemed to be a debt due and owing to NOHFC by the Recipient, and the Recipient shall pay or return the amount to NOHFC immediately unless NOHFC directs otherwise.
- 17.2 **Interest rate.** NOHFC may charge the Recipient interest on any monies owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts

receivable.

- 17.3 **Set off.** If the Recipient is indebted to NOHFC under this or any other agreement between them, NOHFC shall have the right to set off the amount of such indebtedness against the amount of Funds owing to the Recipient under this Agreement and to reduce the total amount of Funds payable to the Recipient by such amount.
- 17.4 **Cheque payable to.** The Recipient shall pay any monies owing to NOHFC by cheque payable to the "Northern Ontario Heritage Fund Corporation" and mailed to NOHFC at the address provided in section 18.1.

## ARTICLE 18 NOTICE

- 18.1 **Notice in writing and addressed.** Notice shall be in writing and shall be delivered by postage-prepaid mail, personal delivery or facsimile, and shall be addressed to NOHFC and the Recipient respectively, as set out below:

**To NOHFC:**

Northern Ontario Heritage Fund  
Corporation  
70 Foster Drive, Suite 200  
Sault Ste. Marie, Ontario P6A 6V8

**Attention:** Executive Director

Fax: 705-945-6701

**To the Recipient:**

City of Kenora  
1 Main Street South  
Kenora, Ontario P9N 3X2

**Attention:** Charlotte Caron

Fax: 807-467-2246

- 18.2 **Notice.** Notice shall be deemed to have been received:
- (a) in the case of postage-prepaid mail, seven business days after such Notice is mailed;
  - (b) in the case of personal delivery, on the date such Notice is delivered to the other Party;  
or
  - (c) in the case of facsimile, one business day after such Notice is transmitted by the other Party.
- 18.3 **Postal disruption.** Despite subsection 18.2(a), following the occurrence and during the continuation of a postal disruption,
- (a) Notice by postage-prepaid mail shall not be deemed to be received; and
  - (b) the Party giving Notice shall provide Notice by personal delivery or by facsimile.

## ARTICLE 19 SEVERABILITY OF PROVISIONS

- 19.1 **Invalidity or unenforceability of any provision.** The invalidity or unenforceability of any provision of the Agreement shall not affect the validity or enforceability of any other provision

of the Agreement. Any invalid or unenforceable provision shall be deemed to be severed.

## ARTICLE 20 WAIVER

- 20.1 **Waivers in Writing.** If a Party fails to comply with any term of the Agreement, that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article 18. Any waiver must refer to a specific failure to comply and shall not have the effect of waiving any subsequent failures to comply.

## ARTICLE 21 INDEPENDENT PARTIES

- 21.1 **Parties independent.** The Recipient acknowledges that it is not an agent, joint venturer, partner or employee of NOHFC or any Indemnified Party and the Recipient shall not take any actions that could establish or imply such a relationship.

## ARTICLE 22 ASSIGNMENT OF AGREEMENT OR FUNDS

- 22.1 **No assignment.** The Recipient shall not assign any part of the Agreement or the Funds without the prior written consent of NOHFC which NOHFC may, in its sole discretion, provide or withhold.
- 22.2 **Enurement.** The Agreement shall enure to the benefit of and be binding upon the Parties and their respective heirs, executors, administrators, successors and permitted assigns.

## ARTICLE 23 GOVERNING LAW

- 23.1 **Governing law.** The Agreement and the rights, obligations and relations of the Parties shall be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement shall be conducted in Ontario.

## ARTICLE 24 FURTHER ASSURANCES

- 24.1 **Agreement into effect.** The Parties shall do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to its full extent.

## ARTICLE 25 SURVIVAL

- 25.1 **Survival.** The provisions in Article 1; section 3.2; section 5.1; section 5.2; sections 5.3(a), (d), (e) and (g); Article 8; Article 9; Article 10; Article 11; sections 14.1, 14.2(e), (f), (g) and (i); Article 15; Article 16; Article 17; Article 18; Article 21; Article 23; Article 24; Article 25; Article 26; Schedule "A", Schedule "B" and Schedule "C" shall continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement.

**ARTICLE 26  
SCHEDULES**

26.1 **Schedules.** The Agreement includes the following schedules:

- (a) Schedule A – Project Description;
- (b) Schedule B – Project Budget;
- (c) Schedule C – Project Plan and NOHFC Claim Schedule;
- (d) Schedule D – Request for Funds;
- (e) Schedule E – Reports; and
- (f) Schedule F – Change Request Form.

**ARTICLE 27  
ENTIRE AGREEMENT AND MODIFICATION OF AGREEMENT**

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

27.2 **Modification of Agreement.** Subject to the exception set out below, the Agreement may only be amended by a written agreement in the Change Request Form contained in Schedule “F” and signed by the individuals who executed the Agreement on behalf of the Parties or their delegated authorities. In the event NOHFC signs a Change Request Form, this Agreement shall be amended accordingly. Amendments to the NOHFC Claim Schedule in Schedule “C” by an amount of less than \$100,000.00 may be made with the prior written approval of the project officer assigned to the Project.

**ARTICLE 28  
BPSAA**

28.1 **BPSAA.** For the purposes of clarity, if the Recipient is subject to the BPSAA and in the event that there is a conflict between any of the requirements of the Agreement and the requirements of the BPSAA, the BPSAA shall prevail.

**ARTICLE 29  
FAILURE TO COMPLY WITH OTHER AGREEMENTS**

29.1 **Other Agreements.** If the Recipient:

- (a) has failed to comply (a “Failure”) with any term, condition or obligation under any other agreement with NOHFC;
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and



(d) such Failure is continuing,

NOHFC may suspend the payment of Funds for such period as NOHFC determines appropriate.

**ARTICLE 30  
SIGNATURE**

- 30.1 **Counterparts.** The Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 30.2 **Execution by Facsimile, TIFF, PDF.** Delivery of an executed copy of a signature page to this Agreement by facsimile transmission or transmitted electronically in either a Tagged Image Format File ("TIFF") or Portable Document Format ("PDF") shall be effective as delivery of a manually executed copy of this Agreement and each Party hereto undertakes to provide each other Party hereto with a copy of the Agreement bearing original signatures forthwith upon demand.

**ARTICLE 31  
TIME IS OF THE ESSENCE**

- 31.1 **Time is of the essence.** Time is of the essence in the performance of obligations under the Agreement.

The Parties have executed the Agreement on the dates set out below.

**NORTHERN ONTARIO HERITAGE FUND  
CORPORATION**

\_\_\_\_\_  
Bruce Strapp  
Executive Director

\_\_\_\_\_  
Date

**CITY OF KENORA**

\_\_\_\_\_  
Name:  
Position:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Position:

\_\_\_\_\_  
Date

I/We have authority to bind the Recipient.

## SCHEDULE "A"

### PROJECT DESCRIPTION

#### 1. Project summary

The Recipient shall carry out the development of Coney Island, a publicly owned, island-based beach and park, located five minutes via boat from Kenora's downtown, which development shall include but not be limited to the following:

- Upgrading existing docks and infrastructure to accommodate larger commercial vessels, tour boats and taxi boats by constructing one new commercial dock space (12' x 40') and a passenger area (12' x 80');
- Re-orienting and upgrading two docks (each 12' x 80') on the beach side to improve the public beach;
- Increasing the number of available public docking spots by adding eight public use docking slips on the west side; and
- Installing one gateway signage on Coney Island to direct visitors to the beach, park, concession store, change rooms, volleyball site, picnic area and other points of interest on the Island.

#### 2. Project purpose

The Project is expected to create two new full time jobs and to increase tourism in the area of the City of Kenora.

#### 3. Project location

Kenora, Ontario

**SCHEDULE "B"**  
**PROJECT BUDGET**

**1. Project Costs Chart**

<i>Project cost category</i>	<i>Eligible Project Costs</i>	<i>Ineligible Project Costs</i>	<i>Total cost</i>
Design	\$36,000.00	0	\$36,000.00
Construction and Installation	\$324,000.00	0	\$324,000.00
<b>TOTAL</b>	<b>\$360,000.00</b>	<b>0</b>	<b>\$360,000.00</b>

**2. Project Funding Chart**

<i>Funding sources</i>	<i>Financing type</i>	<i>Project cost category</i>	<i>Eligible Project Costs</i>	<i>Ineligible Project Costs</i>	<i>Total funding</i>
NOHFC	Conditional Contribution	Eligible Project Costs	\$120,000.00	0	\$120,000.00
Fednor	Grant	All Project Costs	\$120,000.00	0	\$120,000.00
Recipient	Cash	All Project Costs	\$120,000.00	0	\$120,000.00
<b>TOTAL:</b>			<b>\$360,000.00</b>	<b>0</b>	<b>\$360,000.00</b>
<b>NOHFC % of total Eligible Project Costs</b>			<b>33.33%</b>		

**SCHEDULE "C"**

**PROJECT PLAN AND NOHFC CLAIM SCHEDULE**

(To be completed by the Recipient)

**1. Project Plan**

<i>Project milestones</i>	<i>Timing</i>	
	<i>Start (month/ year)</i>	<i>End (month/ year)</i>

**2. NOHFC Claim Schedule**

	<i>Funding Year 1 (ending Mar 31/20 )</i>				<i>Funding Year 2 (ending Mar 31/20 )</i>				<i>Total</i>
	<i>Apr 1- Jun 30</i>	<i>Jul 1- Sep 30</i>	<i>Oct 1- Dec 31</i>	<i>Jan 1- Mar 31</i>	<i>Apr 1- Jun 30</i>	<i>Jul 1- Sep 30</i>	<i>Oct 1- Dec 31</i>	<i>Jan 1- Mar 31</i>	
Eligible Project Costs									
NOHFC claim									

**3. Project completion date: \_\_\_\_\_**

**SCHEDULE "D"**

**REQUEST FOR FUNDS FORM**

**Claim Number:**

**1. Project Progress**

<b>Project milestones</b>	<b>% Complete</b>	<b>Comments</b>
<b>TOTAL</b>		

**2. Is this the Recipient's final request for Funds for the Project?**

- No
- Yes

**3. Request for Funds (Current Claim)**

NOHFC Funds are disbursed on a reimbursement basis. To initiate reimbursement of Eligible Project Costs by NOHFC, the Recipient shall complete the request for Funds form and submit it to NOHFC along with the following:

- (a) a copy of all invoices, or such other evidence satisfactory to NOHFC or its agents, in their sole discretion, of costs incurred itemized in the *Detailed Listing of Transactions* table in section 5 of this form relating to all Eligible Projects Costs claimed in this request for Funds; and
- (b) evidence of payment itemized in the *Detailed Listing of Transactions* table in section 5 of this form relating to all Eligible Project Costs claimed in this request for Funds (cancelled cheques and/or other such evidence satisfactory to NOHFC or its agents, in their sole discretion).

*(Request for Funds Form continued on following pages. Please fill out all pages.)*



**SCHEDULE "D" (CONT'D)**

**REQUEST FOR FUNDS FORM**

**5. Detailed Listing of Transactions for each Eligible Project Cost category**

Please complete one table for each of the Eligible Project Cost categories (in section 4 of this form) for which a claim is currently being made.

**Table 1:** <Eligible Project Cost category: \_\_\_\_\_ >

Item no.	Date of Invoice	Name of Supplier	Description of Item or Service Purchased	Invoice Number	Amount (net of all rebate(s), credit(s), or refund(s), where applicable)	Payment Reference (Cheque No.)
1						
2						
3						
				<b>Subtotal</b>		

**Table 2:** <Eligible Project Cost category: \_\_\_\_\_ >

Item no.	Date of Invoice	Name of Supplier	Description of Item or Service Purchased	Invoice Number	Amount (net of all rebate(s), credit(s), or refund(s), where applicable)	Payment Reference (Cheque No.)
1						
2						
3						
				<b>Subtotal</b>		

*(Request for Funds Form continued on following pages. Please fill out all pages.)*

**SCHEDULE "D" (CONT'D)**  
**REQUEST FOR FUNDS FORM**

**6. Certification**

Must be completed for all requests for Funds.

On behalf of the Recipient, I certify that:

1. the costs for which reimbursement is requested in line (A) above have been incurred and actually paid for by the Recipient;
2. the costs being claimed in this form are all Eligible Project Costs only (as that term is defined in the Agreement);
3. if the costs being claimed in this form are for supplies, equipment or services, the Recipient has acquired such supplies, equipment or services through a process that promotes the best value for money;
4. the representations and warranties set forth in the Agreement are true and correct in all material respects on the date set out below;
5. no Event of Default has occurred as of the date set out below; and
6. all of the Recipient's obligations to date, as set out in the Agreement, have been satisfied.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name of signatory: \_\_\_\_\_

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

I/We have authority to bind the Recipient.



**SCHEDULE "E"**

**REPORTS**

**REPORTS SCHEDULE**

<b>Name of Report</b>	<b>Due Date(s)</b>	<b>Format and content requirements</b>
1. Annual Report	Each anniversary of Effective Date	Form of Annual Report in Schedule "E"
2. Final Report	Attached to final Request for Funds completed and submitted to NOHFC	Form of Final Report in Schedule "E"

**SCHEDULE "E" (CONT'D)**

**REPORTS**

**FORM OF ANNUAL REPORT**

1. **Progress of Project:** Have the milestones/activities for this time period been completed? If so, please provide a detailed explanation of what they are and how they have been completed. If not, please provide a detailed explanation why, how this affects the Project in the future and how the Project will be brought back into compliance with the Project Plan.
  
2. **Financial information:** Have expenditures been in accordance with the Project Budget, the Project Plan and the NOHFC Claim Schedule? If so, please set out what the expected Eligible and Ineligible Project Costs for this time period were compare them with the actual Eligible and Ineligible Project Costs in a financial summary. If not, please provide the information requested above together with an explanation of why the expenditures do not match the expected Eligible and Ineligible Project Costs and how this may affect the Project in the future.
  
3. **Other performance measures:** Have the objectives of the Project been achieved to date? Please describe the economic activity that has resulted in a benefit to northern Ontario to date (number of jobs created / sustained and Project contributor funding contributions).

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name of signatory: \_\_\_\_\_

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

I/We have authority to bind the Recipient.

**SCHEDULE "E" (CONT'D)**

**REPORTS**

**FORM OF FINAL REPORT**

1. **Project Completion:** Have the milestones/activities as set out in this Agreement been completed? If so, please provide a detailed explanation of what they are and how they have been completed. If not, please provide a detailed explanation why and how this affected the overall Project.
  
2. **Financial information:** Have expenditures been in accordance with the Project Budget, the Project Plan and the NOHFC Claim Schedule? If so, please set out what the expected Eligible and Ineligible Project Costs were and compare them with the total actual Eligible and Ineligible Project Costs in a financial summary. If not, please provide the information requested above together with an explanation of why the expenditures did not match the expected Eligible and Ineligible Project Costs and how this affected the Project.
  
3. **Other performance measures:** Have the objectives of the Project as set out in this Agreement been achieved? If not, please explain. Please provide the actual number of jobs created / sustained and provide a final Project Funding Chart.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name of signatory: \_\_\_\_\_

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

I/We have authority to bind the Recipient.

**SCHEDULE "F"**

**CHANGE REQUEST FORM**

**Please complete all appropriate sections (to be completed by Recipient)**

**1.  Amendment to NOHFC Claim Schedule**

*(For a requested amendment of \$100,000.00 or more in any Quarter)*

Indicate previous NOHFC Claim Schedule and the requested amended NOHFC Claim Schedule. Insert additional years, if required and provide the reasons for the requested amendment in the box below.

	<b>Funding Year 1 (ending Mar 31/20 )</b>				<b>Total</b>
	<i>Apr 1- Jun 30</i>	<i>Jul 1- Sep 30</i>	<i>Oct 1- Dec 31</i>	<i>Jan 1- Mar 31</i>	
Previous					
New					

	<b>Funding Year 2 (ending Mar 31/20 )</b>				<b>Total</b>
	<i>Apr 1- Jun 30</i>	<i>Jul 1- Sep 30</i>	<i>Oct 1- Dec 31</i>	<i>Jan 1- Mar 31</i>	
Previous					
New					

Reasons for requested amendment to NOHFC Claim Schedule:

**2.  Changes in Project Plan**

*(Complete where the Project milestones or their timing changes)*

Indicate previous Project milestones and timing, the requested amended milestones and/or timing and reasons for the requested amendment in the box below.

<b>Project milestones</b>		<b>Timing</b>			
		<b>Start (month/ year)</b>		<b>End (month/ year)</b>	
Previous	New	Previous	New	Previous	New

*(Change Request Form continued on following page – please fill out all pages)*

**SCHEDULE "F" (CONT'D)**

**CHANGE REQUEST FORM**

Reasons for requested amendment to the Project Plan:

**3.  Amendment to Project completion date**  
*(Complete where an amendment to the Project completion date is requested.)*

Indicate the previous Project completion date, the requested Project completion date and provide reasons for the requested amendment in the box below.

Current Project completion date: \_\_\_\_\_

Requested Project completion date: \_\_\_\_\_

Reasons for requested amendment to Project completion date:

**4.  Transfer of costs between Project Cost Categories**

Indicate the requested transfer of amounts between cost categories set out in the Project Costs Chart (or in most recent Change Request Form agreed to by NOHFC) and provide reasons for the requested amendment in the box below.

<i><b>Project Cost Category</b></i>	<i><b>Total Project Costs</b></i>	
	<b>PREV.</b>	<b>NEW</b>
<b>TOTAL</b>		

Reasons for requested transfer of amounts between Project cost categories:

*(Change Request Form continued on following page – please fill out all pages)*

**SCHEDULE "F" (CONT'D)**

**CHANGE REQUEST FORM**

**5.  Other amendments to the Agreement**

Indicate other amendment(s) being requested and the reasons for the requested amendment(s):

**6. Acknowledgement**

The Recipient hereby requests the aforementioned amendment(s) to the Agreement and certifies that the information provided to support the request is accurate. The Agreement is accordingly amended upon execution of this form by NOHFC. All other terms and conditions of the Agreement remain in full force and effect.

**CITY OF KENORA**

\_\_\_\_\_

Date: \_\_\_\_\_

Print Name:

Position:

I/We have authority to bind the Recipient.

**NORTHERN ONTARIO HERITAGE FUND CORPORATION**

\_\_\_\_\_

Date: \_\_\_\_\_

Name:

Position:



***For internal use only***

Indicate whether you support the Recipient's reasons for the requested amendment(s):  Yes  No

Project Officer's signature: \_\_\_\_\_

Date: \_\_\_\_\_

Comments:

Recommended by Area Team Manager:  Yes  No

Manager's signature: \_\_\_\_\_

Date: \_\_\_\_\_

Comments:



### 1.3 CONEY ISLAND PARK

Coney Island, while only accessible by boat in the summer, has the potential to be a major tourist attraction. The short boat ride from downtown Kenora makes it very unique and adds to the tourist experience of adventure. While expansion of the beach and facilities is planned, care has been taken to avoid over-developing the beach beyond what we intuitively believe is a comfortable capacity.

The plan and cost estimates consider upgrades (over time) to all the basic facilities and services. This includes improved public boat access/docking. The main new elements within the design concept that will expand the quality and usage include:

- Expanded beach area, swimming amenities and concessions – the beach, swimming, and concession are the core attraction and basis to expand the programs for visitors. Dock area expansion will be required to accommodate increased access demand.
- An amphitheatre (already planned for 2010) will enable programs and private partnerships that will further diversify the attraction. This outdoor space could also be used for outdoor weddings.

While conceptual in nature, the redevelopment of this park is considered to be an investment in the order of \$2.6 million (2010). The class 'c' estimate is suitable to advance the park concept, however, project phasing, design refinements and private partnerships will determine the actual cost/benefit to Kenora.

Outlined below is an inventory of the existing park conditions, followed by concept drawings, a summary of the main park features, and a class 'c' estimate.

## CONEY ISLAND PARK - EXISTING CONDITIONS



1

### 1. OPEN FIELD

Well used and should be maintained for soccer, football, ultimate, etc.



2

### 2. PUBLIC DOCKS

Should be expanded to encourage use and to facilitate boat taxis.



3

### 3. BEACH

Needs to be refurbished and a swimming area designated.



4

### 4. AMENITIES

Washrooms need to be upgraded and should be reoriented. A new concession is needed.



5

### 5. BEACH-SIDE DOCKS

Designate for non-motorized craft and swimming platforms added.



6

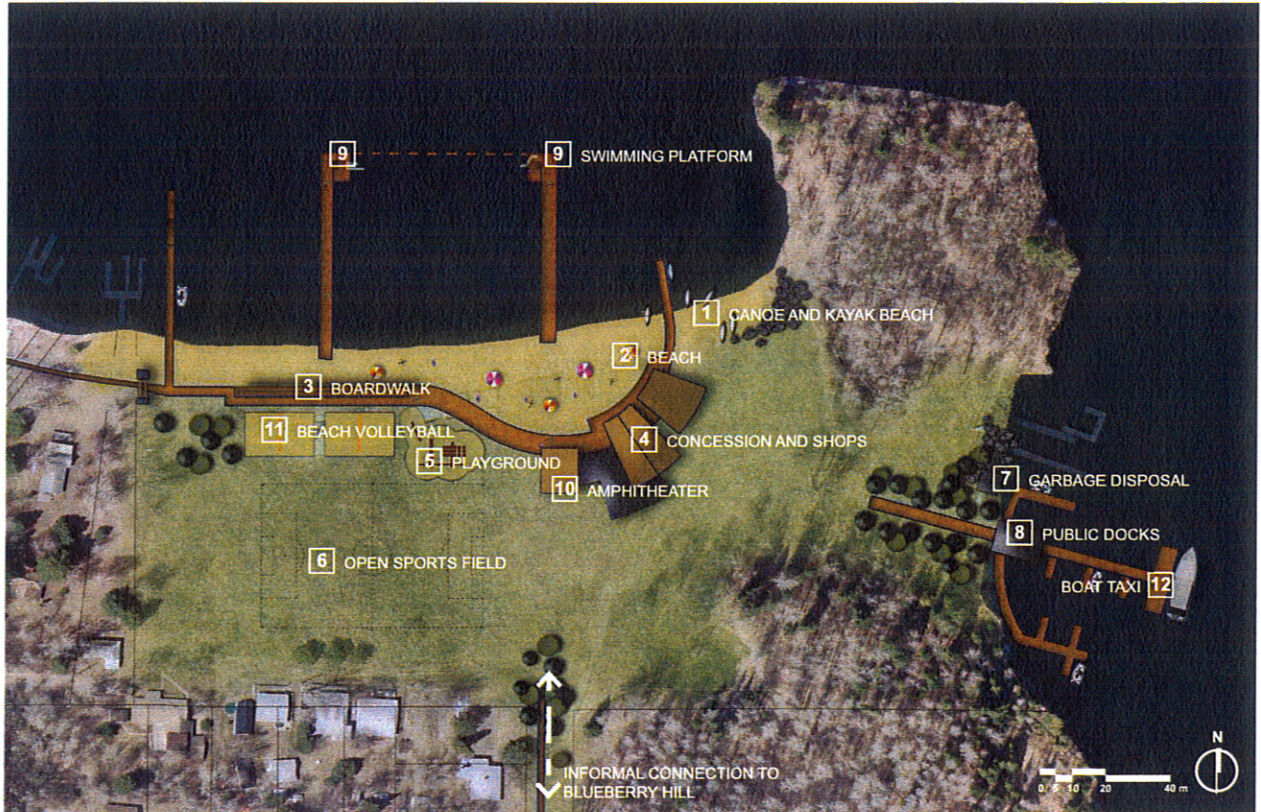
### 6. BOARDWALK

Well used and should be upgraded and expanded.



# CONEY ISLAND PARK - CONCEPT DRAWINGS

CONCEPT PLAN (Refer to following page for descriptions)



## CONEY ISLAND PARK FEATURES

Numbers correspond to the concept plan and images in the left column



### 1. CANOE AND KAYAK BEACH

Protected beach and designated dock for launching, storing, or renting kayaks, canoes and waterbikes.

### 2. BEACH

Refurbished and expanded to double capacity. Includes outdoor showers and barbecue pits.

### 3. BOARDWALK

Historic boardwalk is retained and expanded to double the width. The entire beach is surrounded by a 5 metre wide perimeter walk.



### 4. CONCESSION AND SHOPS

Includes a new picnic shelter with barbecue facilities. Numerous bays for a laundromat, expanded concession, and shops which will permit year-round occupancy of the island.

### 5. PLAYGROUND

Old play structure is removed and a new one is installed closer to the beach with an emphasis on sand and water play.

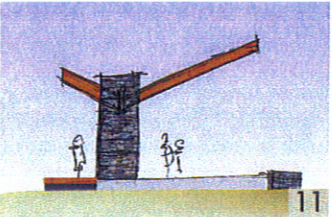


### 6. OPEN SPORTS FIELD

Large open field is maintained for sports of all kinds including soccer, football, and ultimate frisbee (Jr. High school sized soccer pitch shown).

### 7. GARBAGE DISPOSAL

Designated slip and storage building in discrete location for pickup.



### 8. PUBLIC DOCKS

Retain covered dock and include 15 additional slips. An interpretive plaza provides entry to the park and offers a locational map, and information on the history of the area.



### 9. SWIMMING DOCKS

Docks are reoriented and include 15' x 15' platforms with slides and diving boards. Swimming area is closed off with buoys.

### 10. AMPHITHEATER

Includes a covered stage and an inflatable projection screen for movies in the park. Facilitates beach-side performances for up to 200 people and park-side performances for 1000 or more.

### 11. BEACH VOLLEYBALL

2 Full-sized sand courts (14 x 22 m) situated near the boardwalk to facilitate small audiences.



### 12. BOAT TAXI

Designated docking for tour boats and shuttle service from downtown.

## **CONEY ISLAND PARK – SUMMARY OF PROJECT COMPONENTS**

1. Improved signage
2. Removal of centre swimming dock
3. New play structure
4. Expanded new concession w/ laundromat & retail capability
5. Improved garbage storage (near public dock – north docks)
6. Expanded new washroom facilities
7. Outdoor shower station
8. Two new beach volleyball courts
9. New bandshell (partially in 2010 Capital budget)
10. Amphitheatre for up to 1000 people
11. New barbeque pits
12. Maintain and define soccer pitch (smaller size)
13. Kayak/canoe storage and rental area including designated docking area
14. Interpretive area with maps of the lake, history of the island, park, ferries, etc.
15. New swimming platforms with slides and diving boards
16. Refurbish and expand sand beach
17. New site furnishings (benches, lights)
18. Expand the historic boardwalk





**February 20, 2015**

## **City Council Committee Report**

**To: Mayor and Council**

**Fr: Warren F. Brinkman, Emergency Service Manager, City of Kenora  
Fire and Emergency Services**

**Re: Fire Control By-Law for the City of Kenora**

### **Recommendation:**

That Council of the City of Kenora gives three readings to a by-Law to adopt a Fire Control bylaw that includes short form wording and set fines subject to Part 1 of the Provincial Offenses Act; and further

That By-Law Number 64-2014 be hereby repealed.

### **Background:**

The former Towns of Kenora, Jaffray Melick, and Keewatin all had Fire Control By-Laws prior to amalgamation in January of 2000. In May of 2000 Council for the City of Kenora approved a consolidated Fire Control By-Law for the City of Kenora. This Fire Control By-Law has been amended several times since its inception, most recently in May of 2014 to deal with a housekeeping matter.

Between years 2011 through to 2014 the City of Kenora Fire and Emergency Services issued 1,461 Open Air Burning permits subject to the Fire Control By-Law.

Between years 2011 through to 2014 the City of Kenora Fire and Emergency Services responded to 177 Open Air burning complaints.

The nature of these complaints are day burning, burning during a Restricted Fire Zone, burning in an incinerator on insufficient property size, burning in an incinerator device that is not enclosed and in poor condition, burning in an incinerator without a proper mesh, burning in an incinerator too close to flammables, burning without a fire permit, failing to notify fire dispatch prior to setting a fire, failing to notify fire dispatch when the fire is out, failing to extinguish a fire as directed, burning a fire that is unmanageable in size, burning with no means of extinguishment near-by, burning more than one fire at a time, burning a fire that causes excessive smoke and causes discomfort to neighbouring properties, leaving a fire left unattended, piled material is oversized, piled material is too close to flammables, a campfire that is not in compliance with the definition of a campfire and burning garbage.

The response analysis is as follows:

Year	# of Complaint Responses	Potential Enforcement Action Resulting from Complaint	Potential # of Part 1 POA Offenses Resulting from Potential Enforcement Action
2011	51	27	24
2012	46	14	37
2013	44	25	76
2014	36	13	27

The following is a schedule of Short form wordings with a view to establishing set fines for each offense.

Offense #	Short Form Wording	Section #	Set Fine
1	Day burning	2.2	
2	Burning - Restricted Fire Zone	2.3	
3	Burning in an incinerator-insufficient property size	2.4	
4	Burning in an incinerator-device not enclosed and in poor condition	2.4 Rule 15	
5	Burning in an incinerator- lack of or improper mesh	2.4 Rule 16	
6	Burning in an incinerator - too close to flammables	2.4 Rule 17, 18, and 19	
7	Burn - no fire permit	3.4	
8	Burn - no special occasion permit	3.5	
9	Fail to notify dispatch prior to setting fire	4.1	
10	Fail to notify dispatch when fire is out	4.2	
11	Fail to extinguish fire as directed	4.3	
12	Burning - unmanageable size fire	5.1 Rule 2	
13	Burning - no means of extinguishment near by	5.1 Rule 3	
14	Burning - more than one fire at a time	5.1 Rule 4	
15	Excessive smoke from fire	5.1 Rule 5	
16	Leave fire unattended	5.1 Rule 6	
17	Fail to have adequate means to control fire	5.1 Rule 7	
18	Fail to have telephone available	5.1 Rule 8	
19	Camp fire- not in compliance	5.1 Rule 9, 10, 11, and 12	
20	Oversized fire	5.1 Rule 13	
21	Fire too close to flammables	5.1 Rule 14	



**Budget/Finance Implications:** Operating Budget 2015

**Communication Plan/Notice By-law Requirements:**

Municipal Memo, Portal, and Media.

**Strategic Plan or other Guiding Document:**

Aligns with the City of Kenora's Values contained within Strategic Plan 2105-2020, specifically, "we strive for continuous service improvements through innovation, leadership and best practices; we consider community, public and workplace safety in every decision we make; we manage the municipal finances in a responsible, prudent and transparent manner; and we are committed stewards of the land and lakes that enrich our lives."

# The Corporation of the City of Kenora

## By-law Number 64 - 2014

### A By-law to Establish Rules and Regulations for the Purpose of Prescribing the Time for Setting Fires in the City of Kenora

**Whereas** in accordance with Section 8 of the Municipal Act, 2001, as amended, the Council of the Corporation of the City of Kenora deems it necessary and advisable to enact a by-law prescribing the times during which fires may be set in the open air, and the precautions to be observed by the persons setting out fires; and

**Whereas** the City of Kenora Fire & Emergency Services has established Rules and Regulations for the purpose of prescribing the time for setting fires in the City;

**Now Therefore** the Council of the Corporation of the City of Kenora hereby enacts as follows:

#### **Section 1 - Definitions**

For the purposes of this by-law, the following terms shall be used:

- 1.1 **Camp Fire:** means a small fire for cooking, warmth or entertainment at a campsite or at a residential property.
- 1.2 **Controlled Burning Season:** is the period of time between 12:01 a.m. on April 1<sup>st</sup> and 11:59 p.m. on October 31<sup>st</sup> of each year.
- 1.3 **Evening Burning:** is any burning between two (2) hours before sunset and two (2) hours after sunrise.
- 1.4 **Fire Chief:** means the Fire Chief appointed for the City of Kenora from time to time and includes his or her designate.
- 1.5 **Outside Burning:** is fire ignited for the purpose of disposing of waste or for the utilization of the fire for any other purpose including, but not to restrict the generality of the foregoing, the following:
  - (a) **Piled Material Fires:** fire to dispose of brush and/or waste wood;
  - (b) **Grass and Leaves Fires:** fire to dispose of old grass, clippings or leaves;
  - (c) **Domestic Incinerator Fires:** fire to dispose of household waste within an appropriate incinerator with the exception of plastics, paints, oil, rubber and other such toxins;
  - (d) **Camp Fires**

- 1.6 **Restricted Fire Zone:** is an area designated by the Minister of Natural Resources pursuant to the Forest Fires Prevention Act as such and for the purposes of this by-law, if any portion of the City of Kenora has been designated by the Minister, the entire city shall be deemed designated.
- 1.7 **Responsible Person:** shall be the person or persons who starts the fire, directs the fire to be set, authorizes the fire to be set, controls or oversees the fire.
- 1.8 **Uncontrolled Burning Season:** is the period of year that is not considered part of the controlled burning season, which shall be between 12:01 a.m. on November 1<sup>st</sup> and 11:59 p.m. on March 31<sup>st</sup>.

## **Section 2 – General Provisions**

- 2.1 Subject to paragraph 2.3, outside burning is permitted at any time in the City of Kenora during the uncontrolled burning season.
- 2.2 Subject to paragraph 2.3, no person shall set a fire for outside burning in the City of Kenora, except for a camp fire, during the controlled burning season, unless such burning is evening burning.
- 2.3 No person shall set a fire for outside burning of any kind whatsoever during any period during which the City of Kenora has been designated a restricted fire zone.
- 2.4 No person shall set a fire for outside burning of any kind whatsoever in the City of Kenora during the controlled or uncontrolled burning season in a domestic incinerator unless the parcel of property wherein the domestic incinerator is installed thereupon is .8 hectare or greater in size and further, the incinerator and the location of the device shall comply with the burning rules provisions 15 through 19 as set out in Schedule “A” annexed hereto.

## **Section 3 – Fire Permits**

- 3.1 The Fire Chief may issue such general and special occasion fire permits as he or she deems appropriate.
- 3.2 A basic fire permit is effective for the calendar year in which it is issued. A special occasion fire permit is effective for the date or dates stated thereon.
- 3.3 The Fire Chief may cancel or suspend a fire permit at any time.
- 3.4 No person shall set any outdoor fire in the City of Kenora, except for a campfire, unless such person is the holder of a valid fire permit.
- 3.5 No person shall set an outdoor fire in the City of Kenora, other than a piled material fire, a grass and leaves fire, or a domestic incinerator fire, unless such person has obtained from the Fire Chief a special occasion fire permit.

- 3.6 There shall be a fee of ten dollars (\$10.00) for the issuance of a fire permit.
- 3.7 There shall be a fee of twenty dollars (\$20.00) should an Inspection of an Open Air Burning Permit be required.

#### **Section 4 – Fire Control**

- 4.1 No person shall set an outdoor fire, except a camp fire, unless he or she has advised the City of Kenora Fire and Emergency Services (468-3742) no more than three (3) hours prior to the time of setting such fire.
- 4.2 Every person who sets an outdoor fire shall advise the City of Kenora fire and Emergency Services once the fire has been extinguished.
- 4.3 The Fire Chief may direct the person responsible for any fire to extinguish same at any time if the Fire Chief believes that the fire poses a threat to persons or property. The Fire Chief's decision is final.
- 4.4 In the event that the Fire Chief believes that an outdoor fire is a threat and the person responsible for such fire is unable or unwilling to extinguish same, or the fire is out of control, the Fire Chief may direct municipal fire suppression.
- 4.5 The Fire Chief may, by order, extend the controlled burning season, which order shall be effective when made. Upon the Fire Chief issuing such order, he shall cause notice thereof to be published in a newspaper of general local circulation and on the local radio stations for three (3) consecutive days.
- 4.6 In the event that municipal fire equipment or manpower is used for standby, fire suppression or cleanup in connection with an outdoor fire, the rates as determined from time to time by the Fire Chief shall apply and shall be billed to the responsible party.

#### **Section 5 - Burning Rules**

- 5.1 Every responsible person in respect of an outdoor fire shall comply with the burning rules in Schedule "A" annexed hereto and forming part of this by-law.

#### **Section 6 - Offences**

- 6.1 Everyone who contravenes any of the provisions of this by-law is guilty of an offence and on conviction is liable to punishment as provided for under the *Provincial Offences Act*.

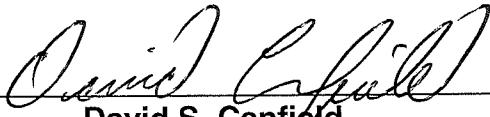
#### **Section 7 – Effective Date and Repeal of Former By-Law**

- 7.1 This by-law shall come into effect on the day it is passed.
- 7.2 By-Law Number 44-2003 is hereby repealed.

By-Law Read a First and Second Time this 20<sup>th</sup> day of May, 2014

By-Law Read for Third and Final Time this 20<sup>th</sup> day of May, 2014

The Corporation of the City of Kenora:-

  
\_\_\_\_\_  
David S. Canfield Mayor

  
\_\_\_\_\_  
Heather Kasprick City Clerk

## **Schedule "A" to By-Law Number 64 - 2014**

### **Burning Rules General**

1. Except by special occasion permit, material to be burned shall be limited to standing dry grass for spring clean-up, wood or wood byproducts, small brush piles and untreated lumber.
2. No area shall be burned that cannot easily be managed, controlled and extinguished, taking into account weather and wind conditions and the resources available.
3. No fire shall be set until the means of extinguishing the fire, as shown on the fire permit, are available and close to the site. Such means of extinguishing the fire shall be kept available at the site at all times until the fire is extinguished.
4. Only one fire shall be permitted at any one time for each permit.
5. No fire shall be permitted to continue if such fire or smoke emanating therefrom causes any of the following:
  1. a decrease in visibility on any highway; or
  2. discomfort, a hazard to health or a loss of enjoyment of normal use of any neighboring property.
6. The fire shall be attended at all times by a person competent and capable of controlling it and extinguishing it, if necessary.
7. The person responsible for the fire shall at all times ensure that there is adequate manpower, tools and/or water available to contain the fire.
8. The person responsible for the fire shall ensure that access to a telephone is available within 5 minutes from the site of the fire.

### **Camp Fires**

9. Camp fires shall be limited to fires used to cook food on a grill or barbeque or for personal warmth or entertainment.
10. The fire must be on a non-combustible surface such as gravel, sand or rock.
11. The fire must have a defined perimeter made of rock, metal or cement.

## Page 2 - Schedule "A"

12. The fire must not be larger than one (1) meter in diameter and one-half ( $\frac{1}{2}$ ) meter high.

### Piled Material

13. The material must be in a single pile less than two (2) meters in diameter and less than two (2) meters high, unless otherwise approved by the chief fire official or designate.
14. The material must be at least ten (10) meters away from any flammable materials.

### Domestic Incinerations

15. The device must be enclosed (metal barrel in good condition).
16. A heavy metal mesh must be put on top of the incinerator during burning. Mesh opening must be less than five (5) mm in size. The Screen should be weighted down with a rock or brick to stop it from falling off.
17. The incinerator must be at least two (2) meters away from any flammable material (normally this means a two meter circle of granular material from the outer edge of the incinerator base).
18. The incinerator must be not less than five (5) meters away from any trees.
19. The incinerator must be at least fifteen (15) meters away from any building or structure.



**January 29, 2015**

## **City Council Committee Report**

**TO: Mayor and Council**

**FR: Warren F. Brinkman, Emergency Service Manager, City of Kenora  
Fire and Emergency Services**

**RE: City of Kenora Fire and Emergency Services providing Medical  
Emergency Response**

### **Recommendation:**

That Council of the City of Kenora accepts this report regarding the delivery of Medical Emergency Response by the City of Kenora Fire and Emergency Services to the ratepayers of the City of Kenora; and further

That Council for the City of Kenora directs the Emergency Services Manager to engage the Kenora District Services Board with a view to revising the present By-Law and Letter of Agreement for the provision of Ambulance Assistance and Medical First Response by the City of Kenora Fire and Emergency Services or begin the process of terminating this current By-Law and Letter of Agreement.

### **Background:**

The former Town of Kenora's Fire Department in February of 1992 began delivering medical emergency response to the citizens of the former Town of Kenora as a result of a reduction in land ambulance funding by the Ontario Ministry of Health. The ambulance service up until year 2000 was delivered by agreement between the Ministry of Health and the Lake of the Woods District Hospital. Efforts to recover costs incurred throughout this period, to deliver this service, failed.

An Order by the Minister of Health and Long Term Care under the Ambulance Act in March of 2000 designated the District of Kenora Social Services Administration Board as the delivery agent for Land Ambulance Service in the area comprised of the District of Kenora. Council for The City of Kenora entered into a Letter of Agreement with the Kenora District Services Board, the Kenora Central Ambulance and Communication Centre and the City of Kenora Fire and Emergency Services by way of By-Law Number 14-2002, dated the 25<sup>th</sup> day of February 2002 (attached), to deliver medical emergency response to the citizens of Kenora. This Letter of Agreement remains in place at this writing.

The Kenora Central Ambulance and Communication Centre summonses the City of Kenora Fire and Emergency Services to life threatening medical emergencies based on the following criteria:

1. When an ambulance is requested for a location within the City of Kenora and a staffed unit is not available for immediate dispatch.
2. And where a person is believed to be suffering from:
  - a. Difficult/absence of breathing
  - b. Unconsciousness



- c. Severe bleeding
- d. Cardiac arrest
- e. Seizures
- f. Trauma related injuries

The Emergency Service Committee of Council and Council at large reviewed this Letter of Agreement in August 2007 and was supportive of the City of Kenora Fire and Emergency Services continuing to provide medical emergency response to its constituents and ratepayers.

In respect to the City's General Liability Insurance Program, the City's current provider advises that this type of agreement is fairly common in the Province of Ontario. Any additional liability exposure to the City as a result of this agreement is covered under the City's General Liability Insurance Program.

In addition the Kenora Professional Firefighter's Association is considered insured's under the City's municipal insurance program.

When responding to a life threatening medical emergency as described above, the City of Kenora Fire and Emergency Services Career Firefighters respond as Firefighters with advanced "first responder training."

From a risk management perspective, the City's insurance provider advises that should the City revise or completely rewrite the Letter of Agreement, consideration should be given to the possibility that the Career Firefighters who are also trained paramedics and who based on the emergency situation may act in that capacity. Therefore any revision to the Letter of Agreement would need to address this exposure. Currently the City does not carry a medical malpractice policy and accordingly the City's insurance provider recommends that this exposure be contractually transferred to the Kenora Central Ambulance Communication Centre and the Kenora District Services Board or, the City may need to consider taking out their own medical malpractice policy.

In addition the City's insurance provider also recommends that the insurance section of the Letter of Agreement be expanded as follows:

"It is hereby agreed that:

1. The Kenora Central District Ambulance Communication Centre and the Kenora District Services Board shall be responsible for and maintain throughout this agreement:

(a) Public Entity General Liability insurance subject to a limit of no less than \$10,000,000 per occurrence. Coverage shall include but not limited to bodily injury, personal injury, property damage, contractual liability and contain a cross liability, severability of insured clause. The City of Kenora shall be named as an additional insured but only with respect to the operations of the Kenora Central District Ambulance Communication Centre and the Kenora District Services Board.

(b) Medical Malpractice insurance subject to a limit of no less than \$5,000,000 per claim for any loss, error or omission resulting from the rendering of, or the failure to render professional medical services, acting in the capacity of a Paramedic in connection with this agreement. Further, if for any reason an emergency responder acting on behalf of the City of Kenora, is a qualified Paramedic, can legally act as a Paramedic and circumstances at the scene require he or she act in that professional capacity, he or she will be considered an insured under this policy.

(c) Standard OAP 1 Automobile Policy subject to a limit not less than \$10,000,000 per accident for all licensed Motor Vehicles owned or leased by Kenora District Services Board

2. The City of Kenora shall be responsible for and maintain throughout this agreement:

(a) Public Entity General Liability insurance for a limit of no less than \$10,000,000 per occurrence. Coverage shall include but not limited to bodily injury, personal injury, property damage, contractual liability and contain a cross liability, severability of insured clause. The Kenora Central District Ambulance Communication Centre and the Kenora District Services Board shall be named as an additional insured but only with respect to the operations of the City of Kenora.

(b) Standard OAP 1 Automobile Policy subject to a limit not less than \$10,000,000 per accident for all licensed Motor Vehicles owned or leased by the City of Kenora

3. Each party shall promptly provide on an annual basis confirmation of insurance upon the placement or renewal of all or any part of the insurance and each policy, with the exception of the Standard OAP 1 Automobile policy, shall be endorsed to provide not less than 30 Days' written notice of cancellation."

The City's insurance provider also recommends an indemnification/hold harmless clause be added and amend the wording to reflect emergency responders remaining at the scene as follows:

**"INDEMNIFICATION:**

It is hereby agreed that each Party to this agreement shall at all times indemnify and hold each other harmless including its employees, volunteers and members of council from and against any and all manner of claims, demands, losses, costs, charges, actions and other proceedings whatsoever made or brought against, suffered by, or imposed in respect of any loss, damage or injury to any person or property directly or indirectly arising out of, resulting from, or sustained, as a result of this agreement, provision of emergency services or any operations connected therewith save and except all manner of claims, demands, losses, costs, charges, actions and other proceedings whatsoever made or brought against, suffered by, or imposed in respect of any loss, damage or injury to any person or property directly or indirectly arising out of, resulting from, or sustained, as a result of this Agreement, provision of emergency services or any operations connected therewith resulting from the negligence or wilful misconduct of a Party to this agreement.

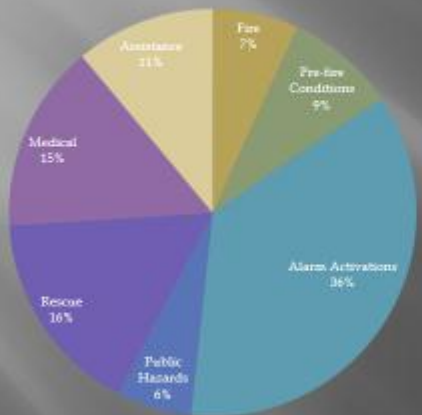
**EMERGENCY PERSONAL REMAINING AT THE SCENE:**

This agreement recognizes that the City of Kenora Fire and Emergency Services may not be able to always respond when requested as they may already be at a scene of a medical response or on their way to a medical response or for other reasons as determined by the Fire Chief. However if for any reason the City of Kenora Fire and Emergency Services is required to leave the scene of a medical response at a minimum (insert number of personnel) will remain at the scene until such time as the emergency staff for the Kenora District Services Board have arrived at the scene."

The merits of the City of Kenora Fire and Emergency Services are found in the attached "Discussion Paper: Saving a Life in 6.0 minutes or Less by Utilizing the Efficiencies of the Ontario Fire Service (November 2008)." This paper was prepared in collaboration with the Ontario Association of Fire Chiefs and the Ontario Professional Fire Fighters Association.

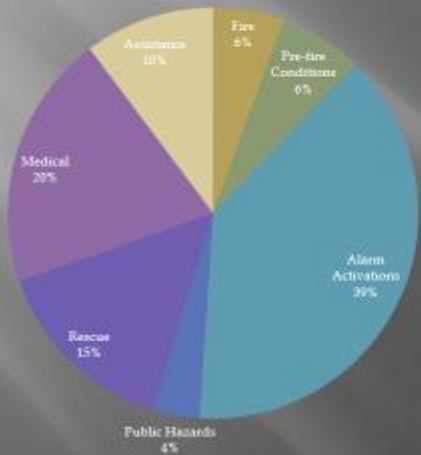
The City of Kenora Fire and Emergency Services' annual call volume as denoted in the attached pie graphs and for the years 2009 through to 14 October 2014 is as follows. Please note medical emergency response is identified as "Medical Response".

# Emergency Response 2009



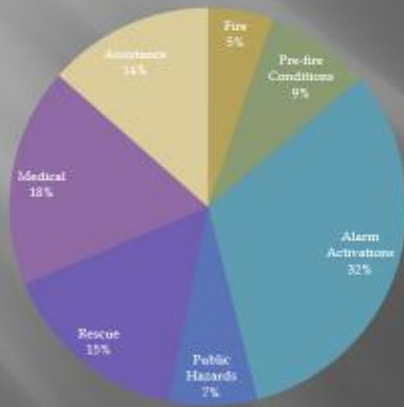
Fire	32
Pre-fire Conditions	41
Alarm Activations	170
Public Hazards	28
Rescue	77
Medical Response	70
Public Assistance	52
<b>Total</b>	<b>470</b>

# Emergency Response 2010



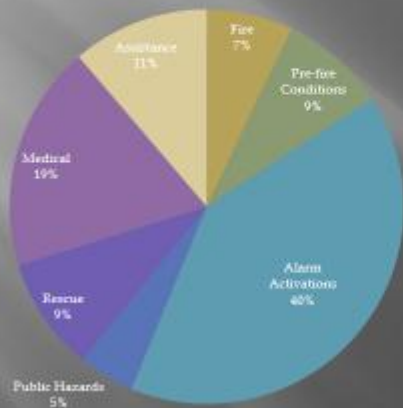
Fire	29
Pre-fire Conditions	34
Alarm Activations	201
Public Hazards	19
Rescue	77
Medical Response	104
Public Assistance	53
<b>Total</b>	<b>517</b>

# Emergency Response 2011



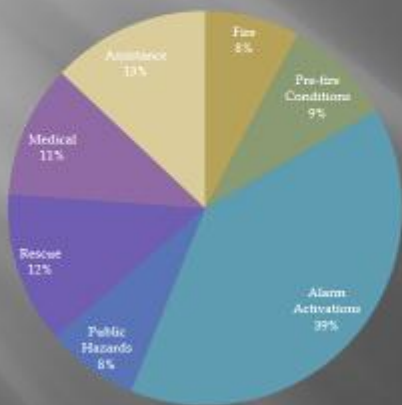
Fire	27
Pre-fire Conditions	44
Alarm Activations	164
Public Hazards	37
Rescue	79
Medical Response	91
Public Assistance	69
<b>Total</b>	<b>511</b>

# Emergency Response 2012



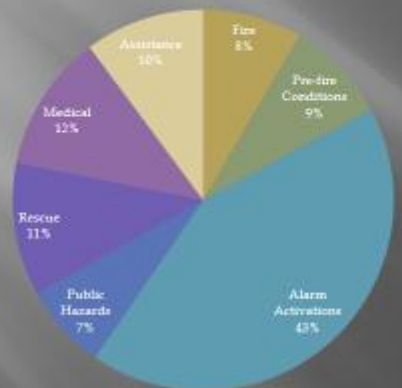
Fire	34
Pre-fire Conditions	42
Alarm Activations	194
Public Hazards	22
Rescue	45
Medical Response	89
Public Assistance	54
<b>Total</b>	<b>480</b>

## Emergency Response 2013



Fire	33
Pre-fire Conditions	38
Alarm Activations	167
Public Hazards	32
Rescue	53
Medical Response	46
Public Assistance	55
<b>Total</b>	<b>424</b>

## Emergency Response 2014



Fire	29
Pre-fire Conditions	30
Alarm Activations	146
Public Hazards	25
Rescue	39
Medical Response	40
Public Assistance	35
<b>Total</b>	<b>344</b>

\*1 January to 14 October, 2014

**Budget:** 2015 Operating Budget

**Communication Plan/Notice By-law Requirements:**  
Municipal Memo, Portal, and Media.

**Strategic Plan or other Guiding Document:**

Aligns with the City of Kenora's Values contained within Strategic Plan 2105-2020, specifically, "we strive for continuous service improvements through innovation, leadership and best practices; we consider community, public and workplace safety in every decision we make; we manage the municipal finances in a responsible, prudent and transparent manner; and is consistent Corporate Goal #2-3 "where the City will ensure prompt and immediate response times supported by resilient communications in the event of system outages and other emergencies. Further, this position aligns with Corporate

Goal #3-3 “where the City will ensure that customer service excellence is understood and ingrained in the culture and fabric of our organization. The City will commit to a citizen-first approach to maintaining relations with the public.”

**THE CORPORATION OF THE CITY OF KENORA**

**BY-LAW NUMBER 14-2002**

**A BY-LAW TO EXECUTE A LETTER OF AGREEMENT BETWEEN THE  
KENORA CENTRAL AMBULANCE COMMUNICATION CENTRE, KENORA  
DISTRICT SERVICES BOARD, AND THE CITY OF KENORA FIRE AND  
EMERGENCY SERVICES**

---

**WHEREAS** it is deemed necessary and expedient to authorize the execution of a Letter of Agreement between The Kenora Central Ambulance Communication Centre, Kenora District Services Board, and The City of Kenora Fire and Emergency Services for provision of Ambulance Assistance and Medical First Response by the Kenora Fire and Emergency Services;

**NOW THEREFORE**, the Council of the Corporation of the City of Kenora hereby enacts as follows:

1. **THAT** the Manager of Emergency Services be hereby authorized to execute the Agreement attached to and forming part of this By-Law as Schedule "A" between The Central Ambulance Communication Centre, Kenora District Services Board, and The City of Kenora Fire and Emergency Services.
2. **THAT** this By-Law shall come into force and be in effect from and after the final passing thereof.

**BY-LAW READ FOR A FIRST & SECOND TIME THIS 25TH DAY OF  
FEBRUARY, 2002.**

**BY-LAW READ FOR A THIRD & FINAL TIME THIS 25TH DAY OF  
FEBRUARY, 2002.**

**THE CORPORATION OF THE CITY OF KENORA:**

  
.....MAYOR  
**David Canfield**

  
.....CLERK  
**Joanne McMillin**

LETTER OF AGREEMENT DATED  
THE 26 DAY OF February, 2002  
FOR MEDICAL EMERGENCY RESPONSE

BETWEEN KENORA CENTRAL AMBULANCE COMMUNICATION CENTRE,  
KENORA DISTRICT SERVICES BOARD,  
AND  
CITY OF KENORA FIRE AND EMERGENCY SERVICES

When an ambulance is requested for a location within the City of Kenora and a staffed unit is not available for immediate dispatch, the City of Kenora Fire and Emergency Service agrees to respond to medical emergencies at the request of Kenora Central Ambulance Communications Centre (C.A.C.C.) where a person is believed to be suffering from:

*DIFFICULT/ABSENCE OF BREATHING  
UNCONSCIOUSNESS  
SEVERE BLEEDING  
CARDIAC ARREST  
SEIZURES  
TRAUMA RELATED INJURIES*

The Kenora C.A.C.C. will notify the City of Kenora Fire and Emergency Service within one (1) minute of receipt of a call that identifies a life threatening medical emergency which meets the criteria for response.

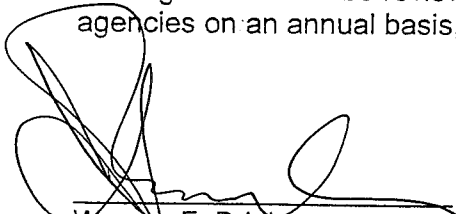
If required, the Kenora District Services Board will provide first response training to enable Fire and Emergency Service personnel to provide patient care in accordance with basic life support standards.


The Kenora Ambulance Service, operated by the Kenora District Services Board, will re-supply expendable medical supplies used by the City of Kenora Fire and Emergency Service at response incidents in accordance with the procedures agreed upon.


This agreement recognizes that the City of Kenora Fire and Emergency Service may not be able to respond or remain at the scene of a medical response when required to respond to other emergency situations or for other reasons as determined by the Fire Chief.

It is hereby agreed that all parties have in place the required liability insurance.

This agreement will be reviewed, revised and maintained as a joint effort involving the participating agencies on an annual basis, or at the request of a participating agency.

  
Warren F. Brinkman  
Emergency Service Manager  
City of Kenora

  
Sten S. Lif  
Chief Administrative Officer  
Kenora District Services Board

  
Craig Marek  
Manager  
Kenora Central Ambulance  
Communication Centre



## AGENCY RESPONSIBILITIES AND GUIDELINES

### **C.A.C.C. RESPONSIBILITIES:**

- ▶ Based on available resources, activate the most appropriate response to the scene of a medical emergency as outlined in this agreement.

### **C.A.C.C. GUIDELINES:**

- ▶ Activate the City of Kenora Fire and Emergency Service response to medical emergencies as outlined in the agreement, within the City of Kenora.
- ▶ When an ambulance becomes available, C.A.C.C. will direct the unit to the scene and advise the crew if City of Kenora Fire and Emergency Service has responded to the call.
- ▶ All available information should be relayed to the responding agencies with updates as they are received.
- ▶ Advise of any potential environmental or hazardous situations i.e. weapons, violence, etc.

### **FIRE DEPARTMENT RESPONSIBILITIES:**

- ▶ Upon notification by the C.A.C.C., respond to medical emergencies as outlined in the agreement.

### **FIRE DEPARTMENT GUIDELINES:**

- ▶ As first responders, the Fire Department may provide patient care in accordance with basic life support standards until the arrival of the Paramedics.
- ▶ Upon arriving to the patient(s), the first responders should request dispatch to relay patient condition.
- ▶ When the ambulance crew arrives, the firefighter responsible for Basic Life Support application, should identify themselves and provide patient information.
- ▶ Where possible, provide initial patient assessment information directly to the arriving paramedic regarding any special needs required to assist the paramedic in accurate and expeditious treatment of the patient.
- ▶ The firefighter may assist with the continued BLS assessment and treatment at the request of the attending paramedic.
- ▶ Upon request, fire personnel, where possible, will assist the paramedic including traveling to the hospital. Note: Fire Department personnel shall not drive the ambulance.
- ▶ Under no circumstance should the fire department cancel the responding Ambulance.

## **AMBULANCE RESPONSIBILITIES**

- ▶ Ambulance paramedics are responsible for the care and transportation of patients.

## **AMBULANCE GUIDELINES**

- ▶ Paramedics will be informed of the local response agreement with the City of Kenora Fire and Emergency Services.
- ▶ Paramedics will take control of the pre-hospital emergency care of patients upon arrival at the scene, update C.A.C.C. and request additional resources as required.
- ▶ At the scene, paramedics will obtain information from the firefighters related to assessment and treatment provided.
- ▶ Paramedics may request assistance from the firefighters at the scene with regards to patient removal, care and treatment.

## **SHARED RESPONSIBILITIES**

Whenever possible, all agencies should encourage their respective staff to meet after calls with other responders, at a mutually agreed site, in order to;

- ▶ Discuss and exchange ideas on the handling of the most recent medical emergency.
- ▶ Exchange information necessary for reporting to their specific agency.
- ▶ Return equipment as needed.
- ▶ Maintain a high level of professional rapport between responding agencies.
- ▶ Participate in a post-incident analysis when requested by one of the agencies.
- ▶ Participate in training whenever possible.

## **COMMITTEE**

A review committee will be formed consisting of representatives from the City of Kenora Fire and Emergency Service, Kenora Ambulance Service, Kenora C.A.C.C., and the Kenora District Services Board.

**Ontario Association of Fire Chiefs**  
and the  
**Ontario Professional Fire Fighters Association**

**Discussion Paper:**

**Saving a Life  
in 6.0 Minutes or Less  
By Utilizing the Efficiencies of the Ontario  
Fire Service**

November, 2008

***"The mission of Ontario's fire services is to protect and save lives and property.***

***There are no conflicting agendas!"***

Richard Boyes, President, Ontario Association of Fire Chiefs

***"Fire departments are strategically positioned to deliver time critical response  
and effective patient care rapidly."***

Fred LeBlanc, President, Ontario Professional Fire Fighters Association

***"Remember, it's all about the people of Ontario receiving the quickest pre-  
hospital medical care possible, in their time of need!"***

The men and women of Ontario's Fire Service

# Saving a Life in 6.0 Minutes or Less By Utilizing the Efficiencies of the Ontario Fire Service

November, 2008

## Introduction

Response to life threatening emergency calls in the province of Ontario is at a crossroads. EMS Ambulance funding has increased significantly and demands for even more provincial and municipal funding grow louder, but service hasn't improved accordingly, as critical response time benchmarks continue to go unmet.

Rapid, efficient and effective delivery of emergency medical response for life threatening 9-1-1 calls is a critical element in patient survivability. Patient outcomes are dependent on the speed with which trained personnel can arrive at the scene.

With ambulance response times averaging 13.1 minutes<sup>1</sup> for life-threatening emergencies, standalone EMS providers seem to be having difficulty improving upon response times. This has and continues to be clearly documented.<sup>2</sup>

One approach that hasn't garnered the desired result has been "more paramedics and more ambulances". This is not to say paramedics are not delivering quality services, but the reality of increased strain on an already strained system cries for a different solution and a more effective use of all of our current emergency response resources.

Ontario's fire services have the ability to respond effectively and quickly to ALL HAZARDS; fires, motor vehicle accidents, Haz-Mat/Chemical, Biological, Radiological and Nuclear(CBRN) incidents, terrorists attacks and yes, with existing medical skills, life threatening medical calls such as cardiac arrest.

In many cases, patients only require immediate life saving treatment, but they may also require physical rescue, protection from the elements and protection in the way of scene safety.

The fire service is structured to address all of the above simultaneously and is perfectly positioned to complement and enhance a struggling EMS delivery system across Ontario, thus significantly improving patient outcomes.

The Ontario Professional Fire Fighters Association (OPFFA) and the Ontario Association of Fire Chiefs (O AFC) – union and management - are joining **together** on this issue because we believe it's time to seriously look at utilizing the existing resources of the fire service, including fire fighters trained in cardio-pulmonary resuscitation (CPR) and defibrillator use, as a key to efficiently and effectively improving emergency medical response times in Ontario.

<sup>1</sup> 2005 Annual Report of the Office of the Auditor General of Ontario

<sup>2</sup> Ibid.

## Case and Point: Cardiac Arrest

For the purpose of demonstrating how utilizing the existing resources of Ontario's fire services will result in many more Ontarians lives being saved, let's look at the impact of emergency response times on Cardiac Arrest.

"Cardiac disease is the most common cause of death in Canada".<sup>3</sup> Approximately 17,000 Ontarians die of sudden cardiac arrest each year.<sup>4</sup> Sudden cardiac arrest is the most time sensitive of all emergency medical conditions. **Irreversible brain death may begin to occur within six minutes after circulation stops.** The sooner the patient receives CPR and/or defibrillation, the greater the probability of survival.

The speed with which first responders arrive on scene and administer early intervention, is critical to the victim's survival. The average response time for the **Fire Service** in Ontario is **6.0 minutes**<sup>5</sup> and much less in some of the larger urban areas. This is less than half of the average response time for **EMS**, which is approximately **13.1 minutes**. The chance of successful resuscitation is reduced by 7% – 10% for each minute of delay in intervention.<sup>6</sup> When it comes to the patient's survival, **every minute counts**.

Dispatching Fire and EMS simultaneously would ensure that Ontarians receive prompt and trained emergency medical response when they need it most.

*(See Appendix 1: Heart and Stroke Foundation Chain of Survival)*

### Problem: Lack of Simultaneous Dispatch

The Ontario Fire Service can help to save more lives by being dispatched simultaneously with ambulance to life-threatening emergency calls, such as sudden cardiac arrest. Under the current system, many fire departments are either not being dispatched, or are being dispatched significantly later than the Emergency Medical Service (EMS) ambulance.

Research conducted by the Ontario Association of Fire Chiefs (O AFC) has revealed that there are problems in many areas of the province where EMS and Fire are not being dispatched simultaneously. The OPFFA and the O AFC have received repeated reports where ambulances with full lights and sirens speed past a fire hall several minutes before the Fire Department received the call from the ambulance dispatch centre to respond to the same incident.

Failure to call the community fire department simultaneously, despite existing agreements to do so, compromises the public and severely hampers the fire service's ability to provide rapid and effective emergency response. While not only being a frustrating situation for both the public and for firefighters this could also have a significant impact on patient outcome.

<sup>3</sup> Stiell, I. et al (1999). "Modifiable Factors Associated with Improved Cardiac Arrest Survival in a Multicenter Basic Life Support/Defibrillation System: OPALS Study Phase 1 Results. *Annals of Emergency Medicine*, 33:1, 44-50.

<sup>4</sup> Estimation based on total number of cardiac arrest deaths for Canada, supplied by the Canadian Heart and Stroke Foundation, and Ontario's percent of the population

<sup>5</sup> Office of the Fire Marshal, calculated from the Standard Incident Reports

<sup>6</sup> The American Heart Association's Textbook of Advanced Cardiac Life Support

## **The Current Approach: Not Working**

Although municipal governments and the provincial government have poured millions of dollars into ambulance services over the past few years, this has not helped to significantly reduce ambulance response times. The 2005 Auditor General's Report stated that in Ontario, "two-thirds of land ambulance operators were not meeting their legislated response times, and the total cost of the program has increased by 94% over the last four years."<sup>7</sup>

And despite nearly doubling the cost from 2002-2005, even more funding was added between 2005 and 2007 - and ambulance performance times still have not improved. This clearly demonstrates the current model isn't effective, and that the current approach to fixing it isn't working either.

We must look at other alternatives within our existing resources. The best way to reduce response times is to better utilize the fire departments.

*(See Appendix 2: The OPALS STUDY)*

## **The Winnipeg Model**

An excellent example of better utilizing community fire departments in emergency medical response has been demonstrated in Winnipeg, Manitoba, where the emergency response system has Fire and EMS working closely together.

**Greater use of the fire department in Winnipeg has cut emergency medical response time in half to 4.5 minutes and is expected to save 10,000 ambulance calls in one year. It will free up ambulance resources for where they're really needed; and save the city \$8.5 million.**

*(See Appendix 3: The Winnipeg Model)*

Imagine the impact of a similar system in a large Ontario municipality...

## **Summary: WHAT CAN BE DONE TO SAVE THE LIVES OF MORE ONTARIANS**

The Fire Service is designed for rapid emergency response. By deploying firefighters as first responders, who are trained to administer CPR and defibrillation, the Ontario Fire Service can help their communities and the province of Ontario achieve higher survival rates.

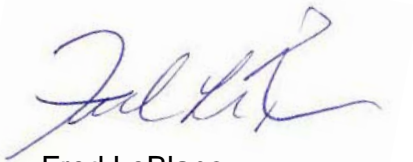
All Ontarians deserve a rapid response however recognizing the unique challenges presented in the rural areas of our province we believe the following steps need to be first initiated in urban areas wherever we have full-time fire fighters.

<sup>7</sup> 2005 Annual Report of the Office of the Auditor General of Ontario

The Ontario Association of Fire Chiefs and the Ontario Professional Fire Fighters Association are requesting the following three actions of the Government of Ontario:

1. Mandate simultaneous dispatch of the community fire department and EMS for life threatening emergencies in communities served by full time professional fire fighters.
2. Recognize that trained firefighters can provide rapid medical assistance and “stop the clock”. This should be included in all documentation when it comes to capturing response times.
3. Create an all-stakeholder committee that will design a proposed integrated system of emergency response for life threatening emergency calls. Also include the fire service in any discussions of a “fully coordinated emergency response system” that the province may be currently having with its stakeholders.

Respectfully submitted,



Fred LeBlanc  
President  
Ontario Professional Fire Fighters Association



Richard Boyes  
President  
Ontario Association of Fire Chiefs

Appendix 1:

The Heart and Stroke Foundation of Canada's Chain of Survival™



The Heart and Stroke Foundation of Canada's (HSFC) Chain of Survival is a sequence of related links that demonstrate how to improve the outcomes of victims of cardiac arrest. The Chain of Survival is only as strong as its weakest link.

This means that if there is a missing, or weak link, then the remaining links will be limited in their effectiveness. The Chain of Survival is comprised of the following seven links, **four of which are time sensitive and depend on rapid emergency response**. Increasing the fire services role in emergency medical responses will significantly improve success rates in these four critical areas:

- Healthy Choices
- Early Recognition
- **Early Access** (911 & Fire/EMS dispatch)
- **Early CPR** (Fire)
- **Early Defibrillation** (Fire)
- **Early Advanced Care** (EMS assisted by Fire)
- Early Rehabilitation

**Survival rates are proven to be higher** in those communities **where CPR and/or defibrillation are administered in less than 6 minutes** from the start of a sudden cardiac arrest. Again, the average response time for the fire service in the province of Ontario is 6.0 minutes and for Ambulance it is 13.1 minutes.



## Appendix 2:

### The OPALS Study<sup>8</sup>

The Ontario Pre-hospital Advanced Life Support (OPALS) Study was a landmark study in pre-hospital care, and it used data from right here in Ontario. OPALS revealed that rapid response by fire departments can make a significant difference in survival rates. Funded by the province, the OPALS study was conducted in three phases between 1994 and 2000. The objective was to determine the benefits of the time-sensitive links in the chain of survival in Ontario communities. The evaluation was based on the data collected from more than 30,000 survivors of cardiac arrest, major trauma, respiratory distress and chest pain.

When the OPALS study was published, it represented the largest pre-hospital study conducted worldwide at the time. Led by Dr. Ian Stiell, the study revealed that the overall survival rate in Ontario communities is 2.5%, which was among the lowest reported in Western countries. In conversation, Dr. Stiell pointed out that communities such as Calgary and Seattle have survival rates 4 to 6 times higher than that of Ontario's, (10% and 15% respectively).

Results from Phase I of the OPALS Study demonstrated the beneficial effect of having firefighters administer CPR to someone in cardiac arrest before ambulance arrival.

Phase II results demonstrated that all aspects of survival were improved when the participating communities used better dispatch procedures, firefighter first responder defibrillation programs and more efficient use of Basic Life Support–Defibrillation (BLS-D) ambulances. The benefits of these improvements were an increase in the number of lives saved.

The OPALS Study research findings showed that the survival rate for out-of-hospital cardiac arrest victims approximately doubles with firefighter first responder CPR.

<sup>8</sup> Stiell, I. et al (1999). "Modifiable Factors Associated with Improved Cardiac Arrest Survival in a Multicenter Basic Life Support/Defibrillation System: OPALS Study Phase 1 Results. *Annals of Emergency Medicine*, 33:1, 44-50.

Stiell, I. et al (1999) "Improved Out-of-Hospital Cardiac Arrest Survival Through the Inexpensive Optimization of an Existing Defibrillation Program: OPALS Study Phase 11." *The Journal of the American Medical Association*, Vol 281, NO. 13, 1175-1181.

## *Appendix: 3*

### **The Winnipeg Model**

Under a system implemented in 2007, a licensed Primary Care Paramedic now rides on city fire trucks. According to Fire and Paramedic Chief Jim Brennan, the Winnipeg Fire Department (WFD) has a combined Fire EMS dispatch centre, a common radio channel for Fire and EMS and the ability to move information from a fire vehicle to an ambulance electronically due to their combined system. Each fire crew has a dual trained, licensed firefighter/paramedic on board.

Fire crews are used as “field triage”; they are sent as first responders who, when they arrive on scene, will cancel the ambulance, treat the patient themselves, or say they need an ambulance right away.

With the Winnipeg Fire Department model there is the ability to decide what resource is best dispatched. Fire paramedics on fire apparatus attend many EMS calls where an ambulance is not needed. This model allows for ambulances to be freed up and thus allowing Paramedics to utilize their skills at emergencies where they are required.

Chief Brennan goes on to say that, “in its second year of adapting to a new method of operation, of modifying the response profile, the Winnipeg Fire Department will probably save the ambulance 10,000 calls annually, and that’s being conservative”. If they hadn’t modified the response profile they would have “needed an additional 10 ambulances 24-7. Each ambulance costs about \$850,000 to operate on an annual basis, so the total cost avoided is about eight and a half million”.



February 25, 2015

## City Council Committee Report

**To: Mayor and Council**

**Fr: Richard Perchuk, Operations Manager  
Biman Paudel, Water & Sewer Supervisor**

**Re: Taking Care of the Kenora Drinking Water System – A Guide for  
Members of Municipal Council**

### **Recommendation:**

That Council recognizes they have oversight responsibilities for municipal drinking water systems and are a critical partner in providing safe drinking water to the people of Kenora; and further

That the Ministry of the Environment and Climate Change guidance document "Taking Care of Your Drinking Water: A Guide for Members of Municipal Councils" is a resource to better understand the responsibilities under the Safe Drinking Water Act, 2002 and for information on how Ontario's drinking water is protected; and further

That the attached resource guide, specific to Kenora's drinking water system, as prepared by Biman Paudel, Water & Sewer Supervisor, be accepted.

### **Background:**

The Ministry of the Environment and Climate Change guidance document "Taking Care of Your Drinking Water: A Guide for Members of Municipal Councils" was developed to help the municipal Councillor to better understand their responsibilities under the Safe Drinking Water Act, 2002 and to provide them with information on how Ontario's drinking water is protected. Councillors are encouraged to use the attached resource guide, which has been populated with City of Kenora information, as prepared by Biman Paudel, Water and Sewer Supervisor. The guide will provide Council with answers to questions, specific to Kenora's water system, and will provide information on basic reference material that is available on drinking water. The guide is meant to be kept for reference to assist Council in their paramount role to help protect Ontario's drinking water and keep their community healthy.

**Budget:** N/A

### **Communication Plan/Notice By-law Requirements:**

Resolution required.

Distribution: R. Perchuk, B. Paudel, Council, K. Brown

### **Strategic Plan or other Guiding Document:**

Goal#2 Strengthen Our Foundations

2-1 The City will ensure that our municipal infrastructure is maintained using available resources with the intent of moving towards all City infrastructure being in a good state of repair to ensure certainty, security and long-term stability of our systems.

2-2 The City will keep in the forefront that there is a significant infrastructure deficit, and current and future Councils will need to continue to work towards allocating sufficient resources to be able to adequately address this issue.

2-3 The City will ensure prompt and immediate response times supported by resilient communications in the event of system outages and other emergencies.



## CHECK OUR KNOWLEDGE

Questions and Answers to check Council's current level of knowledge about The City of Kenora's drinking water system and oversight responsibilities.

- Have I had a tour of our drinking water facility?**  
*Tours can be arranged by contacting the Water & Sewer Supervisor to schedule a tour of the Facility.*
- Am I familiar with our municipal drinking water systems including:**
  - a. **the water source?**  
*The water source for Kenora drinking water is Lake of the Woods.*
  - b. **the physical condition of major infrastructure?**  
*This is reported in the Asset Management Plan, which is available on the city portal.*
  - c. **the background and experience of senior staff?, and**  
*Staff must maintain current MOE Certification to work for the Department, which is on file with the HR Department; Class II Water Distribution System and Class III Water Treatment System.*
  - d. **the approvals that have been granted for ownership and operation of the facilities?**  
*The Annual Summary Report, prepared annually, for Council includes all Approvals for the Kenora water system.*
- Am I acquainted with the drinking water legislation and regulations?**  
*Council is provided with a Supervisor's report on "Roles and Responsibilities of Councillors under SDWA Act 2002". Councillors should understand the Safe Drinking Water Act (SDWA), 2002 and its three most applicable legislations Regulation 128/04, 169/03 and 170/03 and ask staff if they have any questions.*
- Do I know basic information about drinking water safety and the operation of water works facilities?**  
*A session for Councillors can be arranged, if needed, and provided with the tour of the Water Treatment Plant.*
- Do I understand the requirement to meet minimum standards for drinking water?**  
*Councillors should understand the requirements, under the legislative requirements. The City currently is meeting all minimum standards for drinking water.*
- Do I know how to set the overall policy direction for the municipal drinking water system?**  
*Council may request feedback from senior management and other stakeholders who will provide assistance.*
- Do I understand the different roles and responsibilities of those who have decision-making authority - municipal councillors, senior management, other municipal officials?**  
*Councillors may request assistance from senior management for further explanation.*
- Am I assured that competent senior management has been hired? Do they conduct regular performance appraisals of staff?**  
*Regular performance appraisals of staff are scheduled annually and results of audits.*
- What were the results of our last inspection? Are there areas for improvement?**  
*The Annual Report to Council includes the last inspection and areas for improvement.*
- Am I aware of the risks currently facing our water sources, drinking water facilities and infrastructure? What are the plans to address these risks?**  
*Senior Staff are aware of an infrastructure deficit and other issues regarding water. The Water & Sewer department always includes these issues in their reports and they are discussed during budget meetings. The state of our water shed is reviewed by Lake of the Woods Water Sustainability Foundation.*
- If there is an emergency with the drinking water system, what procedures are followed? How will I be notified? How will the public be notified?**  
*Staff will notify the public in the quickest manner using all the available media sources. Council will be updated on any activity including water quality issues.*



## CHECK OUR KNOWLEDGE

**Questions and Answers to check Council's current level of knowledge about The City of Kenora's drinking water system and oversight responsibilities.**

- Am I aware of the municipal role in source protection planning?**

*Source protection planning is limited to Federal and Provincial Environmental Standards for the Lake of the Woods.*

- How and when do I ask for annual reports on the drinking water system from senior management?**

*Staff will submit to Council an Annual Report before March of the next year, which will also be available on the City portal.*

- What should I look for in the annual report? What questions must it answer?**

*The Annual Report basically covers all the activities carried out in the year with some recommendations to maintain the Kenora Water System in a good state of repair. It also gives data on the total flow, in and out, from the Water Treatment Plant. The MOE annual inspection report on the City's water system is also included within this report. The other documents included are drinking water license, certificate of accreditation and permit to take water.*

- What should I do if a report identifies declining water quality?**

*Councillors should contact senior management and other staff for any future plan and action.*

- Do I know that appropriate steps are being taken to resolve any issues? Do I know when outside expertise is needed?**

*Senior management is always aware on any issue and the Council will be advised when required. In case the City needs outside expertise, Council will always be informed.*

- Are our drinking water systems periodically audited? When? How often? What should I do when I receive audit results for consideration?**

*We always have regular audits performed by an outside Auditor who is approved by the MOE on the Drinking Water Quality Management System (DWQMS) Operational Plan. It has both internal and third party audit on the compliance for our commitments. Council can direct the senior management on any concern brought up in these audits.*

- Do I know if our drinking water systems are financially sustainable for the future? Are there financial plans in place?**

*There is a financial plan on our water system. Any information on the financial plan can be received from the Finance and Administration Department.*

- Am I familiar with our municipal drinking water licence and the key elements of the licence (e.g. drinking water works permit, operational plan, financial plan, etc.)?**

*Councillors can ask management for any assistance or copy of any document required, if it is not available on the City portal.*



## What Should I Be Asking?

**When decisions come before Council relating to drinking water, you want to understand the impacts on the Kenora community and public health. While every situation will be different, the following are some preliminary questions you might want to ask:**

**❑ What are the risks to public health?**

*In case of any possible cross-connection, or water main break, there is always a chance of entering non potable water into potable source. Once it happens chemical and biological contaminants can flow into our system eventually resulting in illness and possible death. These risks most likely come from operating pressures, physical security of the system such as broken pipes, maintenance activities not following the proper protocols and standard operating procedures, and public awareness. Currently, the City has eliminated all its known and existing cross-connections. But in an old system like Kenora's, there is always a chance to have this issue.*

**❑ Are there any areas of risk that council needs to address?**

*Despite our due diligence there are always chances of breaks or leaks going unnoticed. Some sections in the City's water network are more than 100 years old with frequent breaks requiring maintenance. These locations must be identified and rehabilitated. Council will need to address these issues once identified.*

**❑ What checks and balances are in place to ensure the continued safety of our drinking water?**

*Under the existing available resources and infrastructure the City's Water and Sewer Department is constantly working to keep the system running in the best state of repair. All staff take guidance from the Operations Manager. The following includes the major components that maintain the essential check and balances to ensure the continued safety of our drinking water:*

- Operator's training and certification;
- Public education and awareness;
- Reporting and record keeping;
- Pipe line testing, maintenance (repair) and inspection following all existing protocols;
- Enforcement of all legislative requirements to maintain the safety of

*water;*

- Maintain disinfectant residual;
- Pressure stabilization and maintenance of positive pressure all the time;
- Public notification for any emergency incident;
- Regular pipe line flushing and cleaning program; and
- Pipe line replacement.

**❑ Are we meeting our legislative and regulatory requirements?**

*The overall operation of our drinking water system is guided under different regulations of the Safe Drinking Water Act, 2002. The MOE does not allow us to run the system if we have serious non-compliance issues. The system is running with a Municipal Drinking Water Licence and MOE's Permit to take Water. The City has its own operational plans under the Drinking Water Quality Management System (DWQMS).*

**❑ What is the public health impact or long-term cost of deferring this decision?**

*If we don't come up with a comprehensive asset management plan, including all the details on the most vulnerable sections and subsequent rehabilitation or replacement, there will be more chances of breaks and additional risks on public health and safety. The City may have to pay a heavy price if the traditional reactive approach is maintained.*

**❑ Will this decision affect our drinking water sources?**

*At this time it is not an issue, but there must be a plan to deal with possible hazards from issues such as septic system on Coney Island, Rat Portage Sewage Lagoons, pesticides from the Kenora Golf Club, contaminants from industrial locations upstream, and possible accidental spill discharge from running train carriages, in addition to the changes in water quality during algae blooms on the lake.*

**❑ How will this decision impact our community's demand for water?**

*This will enhance the quality and safety of water, but no impact on water demand is visible.*



## What Should I Be Asking?

**When decisions come before Council relating to drinking water, you want to understand the impacts on the Kenora community and public health. While every situation will be different, the following are some preliminary questions you might want to ask:**

❑ **How are we managing our drinking water infrastructure? Is our infrastructure sustainable for future generations?**

*Based on the engineering principle every material, like a water pipe, has its own life cycle. This does not mean that the material ceases to work once its life cycle is over, but there is always a greater chance of failure after its life span. The City currently has some water mains that are in excess of 100 years old already exceeding the expected lifespan of about 50 years. This represents a significant area of risk for the City. The consequences of not repairing or replacing of such water infrastructure may eventually lead to complete failure endangering health and safety of people. At present, the City mostly works on a reactive approach fixing/repairing only those sections where there is an issue or identified emergency. Unless there is a plan to replace the obsolete structures and components in a pro-active manner it cannot be guaranteed that the existing infrastructure can handle future generations.*

❑ **Are there any emerging issues related to our drinking water that council should be aware of?**

*The most urgent task is to have an overall infrastructure review and a plan to fix the sections on the verge of collapse. Council can ask the Operations/Engineering Department to come up with a plan for approval.*

❑ **What is the emergency management plan for a negative drinking water event? What is the role of council in a drinking water emergency?**

*Element 18 – Emergency Management in the City of Kenora, DWQMS outlines the conditions that are considered to be emergencies. This procedure lists the persons responsible for initiating the response and recovery measures, as well as the process to be followed as emergencies escalate. As a guardian and decision authority, the Council must be adequately informed of any drinking water emergency and be available if needed. If there are insufficient funds in the operating budget to handle the emergency situation its*

*Council’s responsibility to approve adequate funding for emergency work. Senior management must designate a spokesperson during a drinking water emergency and communicate this information to Council. Council must also ensure that staff handling emergency work are adequately trained.*

❑ **Have staff taken required training and upgrading?**

*Section 12(1) under the SDWA requires that no person shall operate a municipal drinking water system unless the person holds a valid operator’s certificate issued in accordance with the regulations.*

*Since City water is in the category of Class 2 large municipal residential and the water treatment plant is Class 3, the department’s priority is always to keep all the operators with highest level certificates as demanded by the system so that everybody can work independently when needed, but this is always not possible. Currently, both the distribution system and treatment plant have a number of operators with OIT – Class 4 certificates.*

*In addition, all the operators must have a specified number of training hours on approved topics each year as a requirement for upgrading and renewal of their certificates. The Department always ensures there is enough money budgeted to cover these annual trainings.*



*The City of Kenora's drinking water system and oversight responsibilities. A summary of actions Councillors can take.*

- ❑ **Review the reports of the Walkerton Inquiry, specifically sections related to municipal government (Chapter 7 in Report I, Chapters 10 and 11 in Report II). The reports are available online at [www.attorneygeneral.jus.gov.on.ca/english/about/pubs/walkerton](http://www.attorneygeneral.jus.gov.on.ca/english/about/pubs/walkerton).**

*Councillors must read and review to help understand the issues of operating a water system.*

- ❑ **Become further acquainted with drinking water legislation and regulations, available on the Ontario Government e-Laws website at [www.e-laws.gov.on.ca](http://www.e-laws.gov.on.ca).**

*Councillors go through all the water Acts particularly SDWA 2002 and its most applicable regulations 169/03, 170/03, 128/04 and 129/04.*

- ❑ **Learn about drinking water safety and its link to public health. Speak to water system and public health staff to learn more.**

*Safe drinking water is everybody's business. Managing drinking water supplied properly, from the source to the consumer's tap always requires a great deal of knowledge and coordination among multiple stakeholders. In Kenora, the responsibility to supply safe drinking water is that of the municipality. The best way to deliver safe, clean and reliable water is to adopt a preventive risk management approach. This means understanding water supply from its beginning to the consumers. The whole system can broadly be broken into three main parts: the source water (Lake of the Woods), the drinking water treatment system and the distribution system that carries the treated water to consumers. As drinking water travels on its journey, it can become contaminated in many ways. The multi-barrier approach to managing drinking water supplies is a preventive risk management approach that identifies all known and potential hazards and makes sure barriers are in place to make water safe. The Kenora Water System contains three main elements as depicted on the multi barrier approach as: the source water, treatment plant and distribution system. In order to reduce risks to public health these elements are managed in an integrated manner using procedures*

*and tools such as: source water protection, water treatment, compliance monitoring and security of distribution system, automatic control and early warning monitoring, and responses to adverse conditions.*

**Councillors must read:** 1. CCME – From Source to Tap – The Multi Barrier Approach to Safe Drinking Water. 2. Guidelines for Canadian Drinking Water Quality and 3. Disinfection Process in Ontario.

- ❑ **Become familiar with your municipal drinking water system. Ask your water manager to give a presentation to council and/or arrange a tour of your drinking water facilities.**

*Councillors can tour the Water Treatment Plant, all five (5) booster stations, the Wastewater Treatment Plant and at least ten (10) major sewage pumping stations to understand firsthand how our water distribution/treatment and wastewater collection/treatment systems work and what are the difficulties face by the department.*

- ❑ **Ask your operating authority to speak to your municipal council about your operational plan.**

*A session can be arranged to highlight the details regarding the Operational Plan – DWQMS. Councillors must review the document.*

- ❑ **Consider and act on any advice (including identified deficiencies and action items) identified during the annual management review process.**

*Except the infrastructure deficit on water structure and request to replace some vulnerable sections there is nothing at the moment.*

- ❑ **Review the QMS policy in your operational plan its commitments.**

*Element 2 in the Operational Plan, DWQMS gives all the details on QMS Policy and its commitments. Councillors can be briefed on this.*

- ❑ **Ask your operating authority to show how it is meeting these commitments.**

*Department's updated records, internal audit and third party external audit ensure that all the commitments under QMS Policy are met.*



## You Can Take To Be Better Informed

**The City of Kenora's drinking water system and oversight responsibilities. A summary of actions Councillors can take.**

- ❑ **Find out what maintenance, rehabilitation and renewal plans are in place for your drinking water system.**

*The Operations Manager always submits all maintenance, rehabilitation and renewal plans during budget preparation. Council can ask anytime regarding an upcoming plan.*

- ❑ **Ask your operating authority to present the findings of its annual infrastructure review.**

*There is no updated annual infrastructure report, but the existing condition and maintenance activities completed on water networks are reported in monthly reports submitted to Council. Review is always made on all those reports and detail discussion held while formulating the water and sewer budget.*

- ❑ **Determine when and how your operating authority will communicate to you as an owner.**

*Communication takes place every month with submission of a monthly report and during budget formulation. Council can forward any question to the operating authority at any time in need.*

- ❑ **Find out what information is made available to the public and how.**

*All the significant information or message going to public will be communicated to Council.*

- ❑ **Ask your operating authority to review the drinking water emergency plan with council and to explain what responsibilities have been assigned to the owner.**

*The Operation Plan contains an emergency plan with the roles and commitments. Council can ask any question not clear.*

- ❑ **Know who will be the spokesperson during a drinking water emergency.**

*The City should name or designate a person to work as spokesperson in an emergency.*

- ❑ **Ensure critical staff have taken necessary training on emergency procedures and have participated in testing.**

*It is an ongoing process and the operators are always trained for this.*

- ❑ **Obtain and thoroughly review copies of the most recent annual and summary reports.**

*Schedule 22 of Ontario Regulation 170/03 requires that municipalities of large and small residential drinking water systems prepare a report and submit it to Council no later than March 31<sup>st</sup> of each year. As a requirement, Kenora City Council receives an annual report from the Water and Sewer Department which includes all the major activities carried out in the year. This report also includes the MOE's annual inspection report and other documents specified under the regulation.*

- ❑ **Ask for explanations of any information you don't understand.**

*Water and Sewer staff are always prepared for an answer concerned with their water issues.*

- ❑ **Consider, act on and correct any deficiencies noted in the reports.**

*Council must have regard for the findings and recommendation and act if necessary.*

- ❑ **Review your annual inspection results and ask questions if there is any indication of declining quality.**

*This is related to MOE's annual inspection report. Councillors must review all the non-compliance issues and recommendations for the best management practices. They should advise the City staff for future improvement.*

- ❑ **Clarify any technical terms.**

*All staff in the Water and Sewer Department, including the treatment plants, are always ready to speak on any technical term. It is better to mention here the following chemicals used by the treatment plant in their processes:*

- Alum
- Caustic Soda
- Chlorine
- Sodium Silicofluoride
- Ammonium Sulfate
- Polymer (Magnafloc)

*The City of Kenora's drinking water system and oversight responsibilities. A summary of actions Councillors can take.*

- ❑ **Ask how deficiencies are being addressed.**

*Councillors can ask any question that helps to improve the overall operation and management on water works.*

- ❑ **Review your system's standing in the ratings reported in the Chief Drinking Water Inspector's Annual Report. If your rating is less than 100 per cent, ask why?**

*Councillors must review the rating given in the MOE's annual inspection report and should discuss with the concerned persons on any observed deficiency. There must always be a regular discussion for getting a better score next year.*

- ❑ **Consider, act on and correct any deficiencies highlighted in the inspection.**

*Answer 22 explains this.*

- ❑ **Ensure there are sufficient resources for appropriate levels of training for municipal staff involved in operating a drinking water system.**

*Based on the department's need assessment Council always approves enough and ensures adequate annual budget allocation for training of operators. The department ensures the operators will have appropriate training and courses.*

- ❑ **Confirm that an overall responsible operator (ORO) has been designated and that procedures are in place to ensure all required staff and contractors are certified.**

*City designates an ORO (Overall Responsible Operator) for each system and will update Council on this. ORO's for both water distribution and treatment plants have been appointed by the Water & Sewer Supervisor.*

- ❑ **Check to see if drinking water operator succession planning is being done.**

*Based on the information received from the Water and Sewer Department, HR works on any succession planning. Since any new staff needs a couple of years to be adequately trained as a certified operator, Council must show due diligence by enquiring on any essential succession planning.*



# TAKING CARE OF YOUR DRINKING WATER

A GUIDE FOR MEMBERS OF MUNICIPAL COUNCILS



[www.ontario.ca/drinkingwater](http://www.ontario.ca/drinkingwater)

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- For answers to general questions, contact the Ministry of the Environment at **1-800-565-4923**
- Legal Disclaimer – This guide should not be viewed as legal or other expert advice. For specific questions regarding the legal application of the Safe Drinking Water Act (SDWA) and its regulations, please consult a lawyer and/or review the text of the Act at [www.e-laws.gov.on.ca](http://www.e-laws.gov.on.ca)

## Sources

Much of the material in this guide has been adapted from the Ontario Municipal Water Association's 2004 handbook "Ontario Drinking Water Stewardship Responsibilities" with their permission. Information was also obtained from the following sources:

- American Water Works Association, 2009, Water Basics for Decision Makers
- Emergency Management Ontario, 2010, Emergency Management Doctrine for Ontario
- Environment Canada, 2010, 2010 Municipal Water Use Report: 2006 Statistics
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- Ontario Ministry of the Environment and the Ontario Ministry of Natural Resources, 2009, Safeguarding and Sustaining Ontario's Water Resources for Future Generations
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## A Message from the Chief Drinking Water Inspector of Ontario



Ensuring the safety of Ontario's drinking water is a shared responsibility. It requires dedication and a commitment to constant vigilance from many partners, ranging from governments to treatment plant operators. More than 80 per cent of Ontario's population receive their drinking water from a

municipal drinking water system, and much of the important work of maintaining safe drinking water for the people of Ontario is done at the municipal level. Drinking water quality and inspection results consistently show that Ontario's municipalities are doing an exceptional job in this regard. If millions of Ontarians take clean, safe drinking water for granted, it is because so many dedicated public officials do not.

This guide is intended to support you in your role as a municipal councillor who may have oversight responsibilities for one of these drinking water systems. The guide will help you understand your responsibilities under the Safe Drinking Water Act, 2002 and provide you with information on how Ontario's drinking water is safeguarded. It will help answer questions about your statutory standard of care responsibilities, and it provides some basic reference material on drinking water. It also has some practical advice on additional actions you can take to be better informed and questions to test your knowledge.

As Chief Drinking Water Inspector, I look forward to continuing to work with Ontario's municipalities to safeguard Ontario's drinking water.

*John Stager*  
Chief Drinking Water Inspector of Ontario

## A Message from Ontario's Chief Medical Officer of Health



Safe drinking water is one of the key pillars of public health in Ontario. We all know that if a drinking water system fails, serious life-threatening consequences can result.

Ontario's public health units work together with municipalities in many ways to protect the public, including when your community's drinking water may not be safe for consumption. As municipal councillors with oversight responsibilities for municipal drinking water systems, I encourage you to understand how your role can directly affect the health of your community and to keep it as a paramount consideration in your decision-making.

*Dr. Arlene King*  
Chief Medical Officer of Health of Ontario

*“Since Dr. John Snow’s 1854 discovery in London, England, that drinking water could kill people by transmitting disease, the developed world has come a long way towards eliminating the transmission of water-borne disease. The Walkerton experience warns that we may have become victims of our own success, taking for granted our drinking water’s safety. The keynote in the future should be vigilance. We should never be complacent about drinking water safety.”*

— Justice Dennis O'Connor, 2002, Report of the Walkerton Inquiry

# WHAT YOU NEED TO KNOW

## *about your drinking water responsibilities*

Ontarians are entitled to expect safe, high quality drinking water. It is a matter vital to public health. As a member of municipal council, you have an important role to play to ensure that your community has access to safe, high quality drinking water — and you are legally obliged to do so.

### HERE ARE THREE THINGS TO REMEMBER AS A MUNICIPAL COUNCILLOR:

**It's Your Duty.** The Safe Drinking Water Act, 2002 includes a statutory standard of care for individuals who have oversight responsibilities for municipal drinking water systems that can extend to municipal councillors as of January 1, 2013. There are legal consequences for negligence, including possible fines or imprisonment. (Read more on page 7 of this guide.)

**Be Informed.** Ask questions. Get answers. You don't have to be an expert in drinking water operations, but you do need to be informed about them. Your decisions can have an impact on public health. Seek advice from those with expertise and act prudently on that advice. (Check your knowledge on page 11.)

**Be Vigilant.** Complacency can pose one of the greatest risks to drinking water systems. It is critical that you never take drinking water safety for granted or assume all is well with the drinking water systems under your care and direction. The health of your community depends on your diligent and prudent oversight of its drinking water. (Read how the actions of one municipal council impacted their community on page 9.)



*“Water is unique as a local service. It is, of course, essential to human life and to the functioning of communities, (and) the consequences of a failure in the water system (are) most seriously felt by those who depend on it locally. Municipal ownership, and the ensuing responsibilities, should provide a high degree of public accountability in relation to the local water system.”*

— Justice Dennis O'Connor, 2002,  
Report of the Walkerton Inquiry



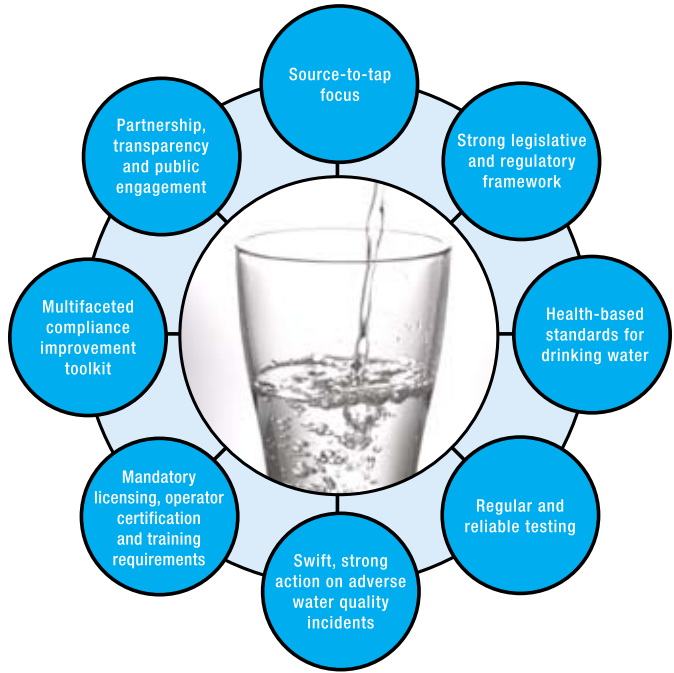
# UNDERSTANDING YOUR RESPONSIBILITIES FOR OVERSEEING DRINKING WATER

## Protecting Ontario's Drinking Water

Ontario has a comprehensive safety net to safeguard its drinking water from source to tap. It is a multi-faceted approach that helps prevent contamination, detects and solves water quality problems, enforces laws and regulations and increases people's awareness of the importance of safe, high quality drinking water.

Ontario's drinking water protection safety net has eight components:

- A source-to-tap focus
- A strong legislative and regulatory framework
- Regulated health-based standards for drinking water
- Regular and reliable testing
- Swift, strong action on adverse water quality incidents
- Mandatory licensing, operator certification and training requirements
- A multi-faceted compliance improvement tool kit
- Partnership, transparency and public engagement.



## What is our Multi-Faceted Approach?

Our multi-faceted approach is an integrated system of procedures, processes and tools that collectively prevent or reduce the contamination of drinking water from source to consumer in order to reduce risks to public health.

The multiple barriers include:

- **Source protection** to keep the raw water as clean as possible in order to lower the risk that hazards are present.
- **Treatment** to remove and/or neutralize hazards.
- Maintenance of the integrity of the **distribution system** to prevent recontamination after treatment.
- **Monitoring programs** to detect and act on system problems that could impair drinking water safety and to verify the performance of the system components and finished drinking water quality.
- Effective **management systems** including automatic control systems, well-developed responses and operating practices that are the ultimate means for protecting the safety of drinking water systems.

(Source: Ontario Ministry of the Environment, 2007, Implementing Quality Management: A Guide for Ontario's Drinking Water Systems)



## Peer to Peer

*“As a Councillor, ensuring the best quality of drinking water for our community may be the most important thing we do.”* – Councillor Jack Miller, City of Belleville



## A Legislative and Regulatory Framework for Protecting Water

Strong legislative and regulatory measures are key components of Ontario’s drinking water safety net. This guide focuses on the Safe Drinking Water Act, 2002 (SDWA or the Act), which provides a legislative framework for all municipal drinking water systems,

as well as some non-municipal systems. The SDWA provides a consistent set of province-wide standards and rules to ensure access to safe, high quality, reliable drinking water.

### The Safe Drinking Water Act, 2002 – An Overview

The SDWA recognizes that the people of Ontario are entitled to expect their drinking water to be safe. It provides for the protection of human health and prevents drinking water health hazards through the control and regulation of drinking water systems and drinking water testing. In a municipal context, a drinking water system includes all treatment and distribution pipes up to customer property lines.

The SDWA and its associated regulations specify the requirements for drinking water systems, testing services, certification of system operators and drinking water quality analysts. It also sets quality standards and mechanisms for compliance and enforcement.

## How the Pieces Fit Together

To learn more about how various Acts and Regulations create multiple safeguards to protect drinking water, read Conservation Ontario’s brochure entitled “How Ontario’s Drinking Water is Protected” at [www.conservation-ontario.on.ca/resources/Brochures/CWALegsandRegsBrochure.pdf](http://www.conservation-ontario.on.ca/resources/Brochures/CWALegsandRegsBrochure.pdf).

## The Big Picture

There are approximately 700 municipal residential drinking water systems registered with the Ministry of the Environment (MOE) that supply drinking water to more than 80 per cent of the homes in Ontario. In recent testing, more than 650,000 drinking water test results were submitted to MOE by laboratories licensed to perform these tests. Over 99 per cent of these drinking water tests met the province’s rigorous, health-based drinking water quality standards.



## Key Sections of the SDWA for Municipal Councillors

### Section 11: Duties of Owners and Operating Authorities



Section 11 of the SDWA describes the legal responsibilities of owners and operating authorities of regulated drinking water systems. It is important for you to understand the scope of your municipality or operating authority’s day-to-day responsibilities.

Owners and operators are responsible for ensuring their drinking water systems:

- provide water that meets all prescribed drinking water quality standards
- operate in accordance with the Act and its regulations, and are kept in a fit state of repair
- are appropriately staffed and supervised by qualified persons
- comply with all sampling, testing and monitoring requirements
- meet all reporting requirements.

#### Examples of actions required of owners and operators under Section 11:

- Sampling and testing of drinking water with a frequency appropriate to the type and users of the system in accordance with the Act
- Using an accredited and licensed laboratory for drinking water testing services
- Reporting of adverse test results that exceed any of the standards in the Ontario Drinking Water Quality Standards Regulation, both verbally and in writing, to the local medical officer of health and MOE
- Obtaining a drinking water licence for a municipal residential drinking water system from the MOE, which includes a financial plan
- Ensuring the drinking water system is operated by an accredited operating authority
- Hiring certified operators or trained persons appropriate to the class of the system
- Preparing an annual report to inform the public on the state of the drinking water and the system providing it, and an annual summary report for the owners of the drinking water system.



### *Who is the “owner” of a municipal drinking water system under the SDWA? Who is the “operator”?*

The “owner” of a municipal drinking water system is often the municipality as a corporate entity. Members of municipal councils and municipal officials who provide oversight to this corporate entity also provide oversight or exercise decision-making authority in respect of the drinking water systems it owns. They are responsible for having policies, management tools and processes in place so that the municipality meets all its legislative and regulatory requirements under the SDWA.

The “operator” or operating authority of a municipal drinking water system is the person or entity that is given responsibility by the owner for the day-to-day operations of the drinking water system, its management, maintenance or alteration. A municipality may take on this operational role through its own staff or it may choose to contract it out to a third party.

## Section 19: Your Duty and Liability – Statutory Standard of Care

*“Given that the safety of drinking water is essential for public health, those who discharge the oversight responsibilities of the municipality should be held to a statutory standard of care.”*

— Justice Dennis O’Connor, 2002, Report of the Walkerton Inquiry

This is one of the many important recommendations that came out of the Walkerton Inquiry reports in 2002. Section 19 of the SDWA responds directly to this recommendation.

Section 19 of the SDWA expressly extends legal responsibility to people with decision-making authority over municipal drinking water systems. It requires that they exercise the level of care, diligence and skill with regard to a municipal drinking water system that a reasonably prudent person would be expected to exercise in a similar situation and that they exercise this due diligence honestly, competently and with integrity.

### Meeting your statutory standard of care responsibilities

Meeting the statutory standard of care is the responsibility of:

- the owner of the municipal drinking water system
- if the system is owned by a municipality, every person who oversees the accredited operating authority or exercises decision-making authority over the system – **potentially including but not limited to members of municipal councils**
- if the municipal drinking water system is owned by a corporation other than a municipality, every officer and director of the corporation.

**It is important that members of municipal council and municipal officials with decision-making authority over the drinking water system understand that they are personally liable, even if the drinking water system is operated by a corporate entity other than the municipality.** Section 14 (3) of the SDWA specifically notes that an owner is not relieved of their duty to comply with Section 19, even if there is an agreement to delegate the operations of the drinking water system to someone else.

The owner is still obligated to:

- ensure the operating authority is carrying out its responsibilities according to the Act and,
- in cases where it is not, to take reasonable steps to ensure they do.

### Examples of actions required of owners and operators under Section 14 (3):

- Being aware of the established procedure for communication with the operating authority, including how information is expected to be shared with municipal councillors, and assessing the effectiveness of this procedure.
- Holding regular meetings with the operating authority, especially in cases where there may be reason to believe the operating authority is not carrying out its responsibilities.

Since Ontario municipalities manage and govern municipal drinking water systems in a variety of ways, the people who are subject to the statutory standard of care within their corporation will also vary across the province, and would depend on specific facts related to individual situations.

### Peer to Peer

*“This guide makes it clear what our fiduciary and legal responsibilities are and provides the necessary questions to ask which allows us to become thoroughly knowledgeable on this aspect of our responsibilities. I encourage all elected and appointed officials to take the time to digest the information in this guide and put it to good use.”*

— Former Mayor Michael Power, Municipality of Greenstone and Past-President Association of Municipalities of Ontario

## Complete wording of Section 19, Safe Drinking Water Act, 2002

19. (1) Each of the persons listed in subsection (2) shall,

- (a) exercise the level of care, diligence and skill in respect of a municipal drinking-water system that a reasonably prudent person would be expected to exercise in a similar situation; and
- (b) act honestly, competently and with integrity, with a view to ensuring the protection and safety of the users of the municipal drinking water system. 2002, c. 32, s. 19 (1).

Same

(2) The following are the persons listed for the purposes of subsection (1):

- 1. The owner of the municipal drinking water system.
- 2. If the municipal drinking-water system is owned by a corporation other than a municipality, every officer and director of the corporation.
- 3. If the system is owned by a municipality, every person who, on behalf of the municipality, oversees the accredited operating authority of the system or exercises decision-making authority over the system. 2002, c. 32, s. 19 (2).

Offence

(3) Every person under a duty described in subsection (1) who fails to carry out that duty is guilty of an offence. 2002, c. 32, s. 19 (3).

Same

(4) A person may be convicted of an offence under this section in respect of a municipal drinking-water system whether or not the owner of the system is prosecuted or convicted. 2002, c. 32, s. 19 (4).

Reliance on experts

(5) A person shall not be considered to have failed to carry out a duty described in subsection (1) in any circumstance in which the person relies in good faith on a report of an engineer, lawyer, accountant or other person whose professional qualifications lend credibility to the report. 2002, c. 32, s. 19 (5).

**Note:** A proclamation has been issued naming January 1, 2013 as the day on which s.19 of this Act comes into force. For a copy of the Safe Drinking Water Act, 2002 and its related regulations, go to the Ontario e-laws website at [www.e-laws.gov.on.ca](http://www.e-laws.gov.on.ca).



### Maintaining an Appropriate Level of Care

Standard of care is a well-known concept within Ontario legislation.

For example, the Business Corporations Act requires that every director and officer of a corporation act honestly and in good faith with a view to the best interests of the corporation and exercise the care, diligence and skill that a reasonably prudent person would in comparable circumstances.

Statutory standards of care address the need to provide diligent oversight. What is considered to be an appropriate level of care will vary from one situation to another. As a municipal councillor, it is important

to educate yourself on this statutory requirement and to gain an understanding of the operation of drinking water systems in your community to help you meet the standard of care requirements.

**You are not expected to be an expert in the areas of drinking water treatment and distribution.** Section 19 allows for a person to rely in good faith on a report of an engineer, lawyer, accountant or other person whose professional qualifications lend credibility to the report.



## North Battleford: Council Decisions with Serious Consequences

In Spring 2001, nearly 6,000 residents of this Saskatchewan city of 13,000 fell victim to an outbreak of cryptosporidiosis, an illness caused by a parasite in human and animal waste, which entered the local drinking water supply. Symptoms included diarrhea, abdominal cramps, fever, nausea and headaches.

In an article on the subsequent Commission of Inquiry, the Canadian Environmental Law Association noted:

“... what became clear was that the people of North Battleford were let down. Their municipality, carrying a bulging contingency fund, refused to spend money on upgrading their decrepit water treatment plant. Their provincial government, although aware the plant was in poor condition, hadn’t inspected it in the ten years prior to the outbreak... plant employees, who had been working without a supervisor for over four months, were unable to heed the warning signs of a potential drinking water problem.”

The City of North Battleford subsequently faced class action lawsuits totaling millions of dollars. The first settlement was an out of court agreement awarding \$3.2 million to some 700 claimants.

(Source: [www.cela.ca](http://www.cela.ca) and [www.cbc.ca](http://www.cbc.ca))

### Enforcing the Statutory Standard of Care

As a municipal councillor, you need to be aware that not meeting your statutory standard of care responsibilities comes with serious consequences. Section 19 provides the province with an enforcement option when needed.

A provincial officer has the authority to lay a provincial offence charge against a person to whom the standard applies. The range of penalties includes maximum fines of up to \$4 million for a first offence and provision for imprisonment for up to five years. No minimum penalties are established. Actual penalties would be decided by the courts depending on the severity and consequences of the offence.

It is important to note the difference between the provision of the Municipal Act, 2001, that limits the personal liability of members of municipal councils and officials, and the standard of care imposed under

#### Peer to Peer

*“There is no greater responsibility imposed upon an elected municipal official than the diligent, conscientious oversight of a municipal water treatment or distribution system.”* – Councillor Ken Graham, Town of Smiths Falls

the SDWA. Under sections 448-450 of the Municipal Act, 2001, municipal council members and officials have relief from personal civil liability when they have acted in good faith. However, despite that protection, municipal councillors and officials that are subject to the duty imposed by Section 19 of the SDWA could be penalized if a prosecution is commenced and a court determines they have failed to carry out the duty imposed under that section.

#### Peer to Peer

*“As mayor, it is vitally important that the standard of care is put in place and that municipal elected officials are aware of their responsibilities in ensuring that the public has safe and secure drinking water.”* – Mayor Delbert Shewfelt, Town of Goderich



## *Some Questions and Answers on the SDWA Statutory Standard of Care*

### **If drinking water operations are contracted out, am I still responsible for the statutory standard of care?**

As an owner of a drinking water system, you remain responsible for meeting the statutory standard of care even though you have contracted out operations to an operating authority. (For more details see page 7 on Section 14 (3) of the SDWA.)

### **If something goes wrong, will I be held responsible?**

The statutory standard of care related to drinking water is to ensure that decision-makers are doing their due diligence to protect public health when making decisions about drinking water systems. The circumstances and your actions - what you did or didn't do, what questions you asked, what steps were taken to address identified risks or problems with your drinking water system - will all be important in determining whether you met your statutory standard of care and if you should be held responsible.

### **What can happen to someone who breaches the statutory standard of care?**

Justice O'Connor made it clear that the standard of care is all about ensuring responsible actions are taken to protect human health. Given the seriousness of this duty to your community, those whose actions fall below the standard of care, fail to protect the public and cause harm to human health could face significant penalties, including fines and imprisonment.

### **Who determines if the standard of care has been breached?**

When an incident occurs that may constitute a breach of the statutory standard of care, the MOE will initiate a response that may include an investigation and gathering of evidence to determine if charges should be laid. In a case where charges are laid, it is up to the courts to determine if an offence has been committed and if penalties or fines will be imposed. This procedure is followed in any potentially serious breach of MOE statutes.

## **ACTIONS** You Can Take To Be Better Informed

The following are some suggested actions you can take to be better informed about your drinking water oversight responsibilities. Look for more of these suggested action boxes in Section 3 of this guide. A summary list of all actions found in the guide has been compiled for your convenience on **page 33**.

- Review the reports of the Walkerton Inquiry, specifically sections related to municipal government (Chapter 7 in Report I, Chapters 10 and 11 in Report II). The reports are available online at [www.attorneygeneral.jus.gov.on.ca/english/about/pubs/walkerton/](http://www.attorneygeneral.jus.gov.on.ca/english/about/pubs/walkerton/).
- Become further acquainted with drinking water legislation and regulations, available on the Ontario Government e-Laws website at [www.e-laws.gov.on.ca](http://www.e-laws.gov.on.ca). Search or browse current consolidated law to find what you are looking for. To search, enter the title, or any part of the title, of the law you wish to find (for example, "Safe Drinking Water Act", "Ontario Water Resources Act" or "Clean Water Act"). If you don't know any part of the title of the law, enter a word or phrase that you think might be in the text of the law.
- Learn about drinking water safety and its link to public health. Speak to water system and public health staff to learn more.
- Become familiar with your municipal drinking water system. Ask your water manager to give a presentation to council and/or arrange a tour of your drinking water facilities.



## CHECK YOUR KNOWLEDGE

**Ask yourself these questions to check your current level of knowledge about your drinking water system and oversight responsibilities.**

- Have I had a tour of our drinking water facility?
- Am I familiar with our municipal drinking water systems including:
  - a. the water source?
  - b. the physical condition of major infrastructure?
  - c. the background and experience of senior staff?, and
  - d. the approvals that have been granted for ownership and operation of the facilities?
- Am I acquainted with the drinking water legislation and regulations?
- Do I know basic information about drinking water safety and the operation of water works facilities?
- Do I understand the requirement to meet minimum standards for drinking water?
- Do I know how to set the overall policy direction for the municipal drinking water system?
- Do I understand the different roles and responsibilities of those who have decision-making authority – municipal councillors, senior management, other municipal officials?
- Am I assured that competent senior management has been hired? Do they conduct regular performance appraisals of staff?
- What were the results of our last inspection? Are there areas for improvement?
- Am I aware of the risks currently facing our water sources, drinking water facilities and infrastructure? What are the plans to address these risks?
- If there is an emergency with the drinking water system, what procedures are followed? How will I be notified? How will the public be notified?
- Am I aware of the municipal role in source protection planning?
- How and when do I ask for annual reports on the drinking water system from senior management?
- What should I look for in the annual report? What questions must it answer?
- What should I do if a report identifies declining water quality?
- Do I know that appropriate steps are being taken to resolve any issues? Do I know when outside expertise is needed?
- Are our drinking water systems periodically audited? When? How often? What should I do when I receive audit results for consideration?
- Do I know if our drinking water systems are financially sustainable for the future? Are there financial plans in place?
- Am I familiar with our municipal drinking water licence and the key elements of the licence (e.g. drinking water works permit, operational plan, financial plan, etc.)?

If you can't answer any of these questions, review them with municipal staff.

Training on a variety of drinking water topics is also available through the Walkerton Clean Water Centre. Visit the Centre's website at [www.wcwc.ca](http://www.wcwc.ca) to view its course catalogue.





## WHAT SHOULD I BE ASKING?

**When decisions come before your council relating to drinking water, you want to understand the impacts on your community and public health. While every situation will be different, the following are some preliminary questions you might want to ask:**

- What are the risks to public health?
- Are there any areas of risk that council needs to address?
- What checks and balances are in place to ensure the continued safety of our drinking water?
- Are we meeting our legislative and regulatory requirements?
- What is the public health impact or long-term cost of deferring this decision?
- Will this decision affect our drinking water sources?
- How will this decision impact our community's demand for water?
- How are we managing our drinking water infrastructure? Is our infrastructure sustainable for future generations?
- Are there any emerging issues related to our drinking water that council should be aware of?
- What is the emergency management plan for a negative drinking water event? What is the role of council in a drinking water emergency?
- Have staff taken required training and upgrading?

***Be informed. Ask questions. Get answers.***

***It's your duty.***



## Organizational and Governance Models

Many different management and operating models are available for municipal consideration. Currently, most water services in Ontario are provided through municipal departments, with oversight provided directly by municipal councils.

Some municipalities hire external contractors to operate their drinking water system, whereas others own and operate their systems.

Regional municipalities have upper-tier and lower-tier governance structures, with the lower-tier municipality often owning and operating their own drinking

water systems. There are also models for area water systems in Ontario in which systems cross municipal boundaries. These systems are governed by boards representing their municipal owners.

Municipalities may also create:

- Municipal Service Boards whose members are appointed by council and could include council members, private citizens or both
- Municipally-owned corporate water utilities, similar to those for natural gas or electricity distribution.

*“The purpose of the quality management approach in the context of drinking water is to protect public health by achieving consistent good practice in managing and operating a water system.”*

*“It is fundamental for municipalities to have a management and operating structure for their water system that enables them to provide safe water. I am making two important recommendations to assist in this regard. First, I recommend that municipalities be required to have an agency...to operate their systems. The agency should be accredited...The municipality must also submit an operational plan to the (Ministry of the Environment) for their water system(s). Second, I recommend that those responsible for exercising the municipality’s oversight responsibilities be held to a statutory standard duty of care. I note that, for municipalities, the first recommendation will be a significant step in satisfying the second.”*

— Justice Dennis O’Connor, 2002, Report of the Walkerton Inquiry

## Municipal Licensing: *Tools that can help you*

In Ontario, all municipal drinking water systems that provide water to residences in a community must have a licence from MOE. The ministry’s Municipal Drinking Water Licensing Program requires owners and operators of drinking water systems to incorporate the concepts of quality management into system operation and management.

For a drinking water system to receive its licence, the owner and operator must have in place:

- a drinking water works permit
- an accepted operational plan (see next section for more details)
- an accredited operating authority
- a financial plan, and
- a permit to take water.

## The Operational Plan and You – *Setting an Overall Policy*

The **operational plan** sets out a framework to develop a Quality Management System (QMS) that is specific and relevant to your drinking water system.

Part of your drinking water system's operational plan will document a QMS policy. This policy is the backbone of the quality management system. The policy must include commitments to:

- the maintenance and continual improvement of the QMS
- the consumer to provide safe drinking water, and
- comply with applicable legislation and regulations.

Your operating authority must get the owner's written endorsement of the drinking water system's operational plan, including this policy. As a municipal councillor, your council (as the owner's representative) may be asked to endorse the policy and its commitments. If your municipality has already completed this policy endorsement step, obtain a copy from your municipal staff.

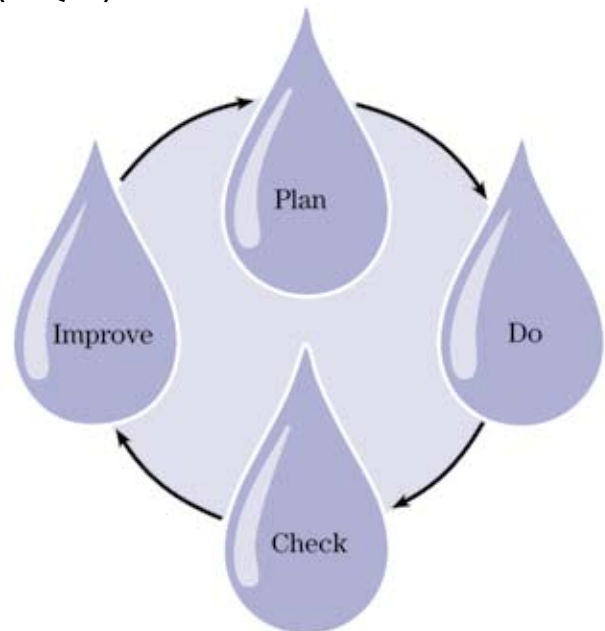
In addition to the QMS policy, the operational plan will also include:

- basic key information about every drinking water system your municipality owns
- a process for ongoing **risk assessment**
- a description of organizational structures (roles, responsibilities, authority)
- a procedure for an annual review of the adequacy of the **infrastructure** needed to operate and maintain the drinking water system, plus a commitment for the operating authority to **communicate review findings** to you
- a procedure for sharing sampling, testing and monitoring reports about the safety of your drinking water
- an outline of the system owner's responsibilities during **emergency situations**
- a commitment to **continual improvement** through **corrective action**

- a procedure for conducting a management review every 12 months which evaluates the suitability, adequacy and effectiveness of the QMS against the requirements of the Drinking Water Quality Management Standard (**DWQMS**) and how to report the results of this review, including identified deficiencies, and decision and action items.

The DWQMS is the standard upon which drinking water system operational plans are developed and operating authorities are accredited. The requirements of the DWQMS, when implemented, will assist owners and operators of municipal drinking water systems to develop sound operational procedures and controls. Additional information on the **bolded** elements of the DWQMS listed above can be found further in this section of the guide.

### Drinking Water Quality Management Standard (DWQMS)



The DWQMS is based on a PLAN, DO, CHECK and IMPROVE methodology which is similar to that found in some international standards. PLAN requirements of the standard typically specify policies and procedures that must be documented in the operational plans for the drinking water system, while DO requirements specify that the policies and procedures must be implemented. CHECK and IMPROVE requirements of the standard are reflected in the requirements to conduct internal audits and management reviews.

## Example of a QMS Policy

### The following is an example of a QMS policy for the Westhill Water Supply and Distribution System:

The Municipality of the Town of Westhill owns, maintains and operates the Westhill Water Supply and Distribution System.

The Town of Westhill is committed to:

1. ensuring a consistent supply of safe, high quality drinking water
2. maintaining and continuously improving its quality management system, and
3. meeting or surpassing applicable regulations and legislation.

*The Municipality of Westhill  
June 1, 2006*

(Source: Ontario Ministry of the Environment, 2007, Implementing Quality Management: A Guide for Ontario's Drinking Water Systems)

## ACTIONS You Can Take To Be Better Informed

- Ask your operating authority to speak to your municipal council about your operational plan.
- Consider and act on any advice (including deficiencies and action items) identified during the annual management review process.
- Review the QMS policy in your operational plan and its commitments.
- Ask your operating authority to show how it is meeting these commitments.

## DEFINITIONS

**CONTINUAL IMPROVEMENT** is understanding what you already do well, and then finding ways to do it better.

**CORRECTIVE ACTION** is a method of improvement, and the solutions that are generated by those actions are also inputs to continual improvement.

(Source: Ontario Ministry of the Environment, 2007, Implementing Quality Management: A Guide for Ontario's Drinking Water Systems)



## Managing the Risks to Drinking Water

By performing a risk assessment, your operating authority will assess:

- existing or potential hazardous events facing your drinking water system, e.g. rail car derailment, algal blooms, water main breaks, etc.
- the impacts on drinking water if a hazardous event occurs, e.g. chemical contamination of source water, biological/chemical contamination of source water, possible biological/chemical contamination due to loss of supply/low pressure, etc.
- the necessary measures or response measures for each hazardous event (these measures may already be in place through such barriers as source protection or treatment processes), and
- ranking of each event according to its likelihood of occurring and the consequences or severity of the results.

In some cases, the operating authority may identify measures to address hazardous events which will call for improvements that require long-term planning. These types of decisions will often involve council approval. As a councillor, you should take time to understand the underlying risks associated with these

## DEFINITIONS

A **RISK ASSESSMENT** is an orderly methodology of identifying hazards or hazardous events that may affect the safety of drinking water and evaluating their significance.

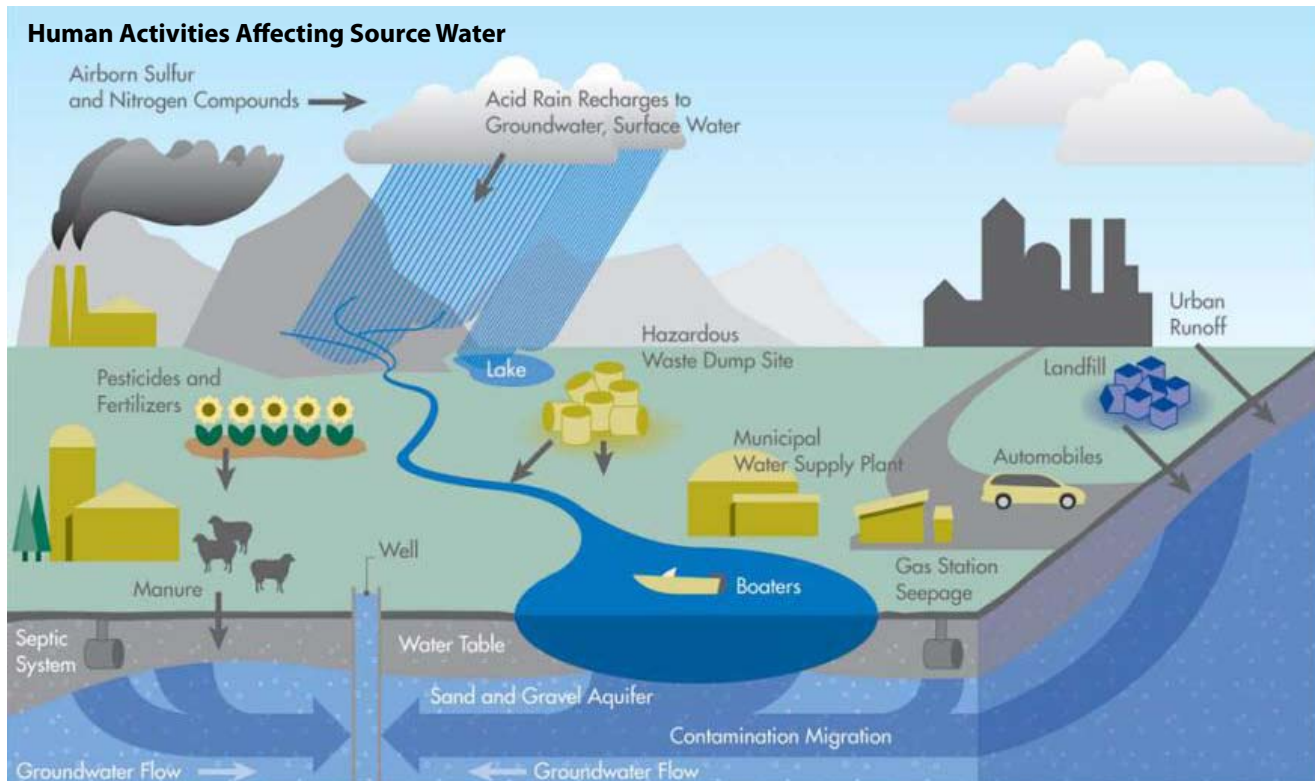
**RISK** is the probability of identified hazards causing harm, including the magnitude of that harm or the consequences.

A **HAZARD** is a source of danger or a property that may cause drinking water to be unsafe for human consumption.

(Source: Ontario Ministry of the Environment, 2007, Implementing Quality Management: A Guide for Ontario's Drinking Water Systems)

decisions, their potential likelihood and impacts to public health.

In other cases, the operating authority may identify risks that are outside of their control. For these, it may be appropriate to develop contingency or emergency response procedures (see Emergency Planning for Drinking Water for more details on **page 22**).



(Source: Pollution Probe, 2006, The Source Water Protection Primer)

## Peer to Peer

*“Never take the quality of our drinking water for granted. There are too many factors that can turn good water into bad.”* – Councillor Jack Miller, City of Belleville

## More on Hazardous Events and Hazards to Drinking Water

Hazardous events can be natural or technological in origin, or result from human activities. Natural events include floods, ice storms, drought and spring run-off. Technological events could include equipment failure or a power outage. Human activities that could lead to a drinking water risk include vandalism, terrorism, chemical spills and construction accidents.

The four different types of hazards that may affect drinking water are biological, chemical, physical and radiological:

### Biological Hazards:

- include bacterial, viral and parasitic organisms, such as E.coli, Giardia and Cryptosporidium
- are considered the most significant drinking water health risk because effects are acute; can cause illness within hours
- are commonly associated with fecal wastes from humans or animals, or occur naturally in the environment.

### Chemical Hazards:

- include toxic spills, heavy metals, dissolved gases like radon, pesticides, nitrates, sodium, and lead
- can come from source water or occur in the treatment and distribution system.

### Physical Hazards:

- include sediments that can carry microbiological hazards and interfere with disinfection process, biofilms and pipe materials
- can result from contamination and/or poor procedures at different points in the delivery of water to the consumer.

### Radiological Hazards:

- are naturally occurring chemicals such as radon or uranium; most frequently occur in groundwater
- may arise from man-made or natural sources.



## Peer to Peer

*“Adequate municipal funding is a key component of risk management.”*

– Councillor Ken Graham, Town of Smiths Falls

## Infrastructure Planning

Having a sound drinking water infrastructure is necessary to meet the demand for safe drinking water. Machinery, equipment and structures used to produce and provide safe drinking water must be in place, maintained and improved when necessary.

Your operating authority is required to:

- document a procedure for conducting an annual review of your drinking water system's infrastructure
- provide a summary of the programs in place to maintain, rehabilitate and review that infrastructure
- report their findings after the review to the owner, and
- monitor the effectiveness of its maintenance program.

Depending on the structure of - and relationship between - the owner and operating authority, the results of the annual review can be communicated through such means as council, budget, planning or other management meetings.

Maintenance activities can be either planned or unplanned:

- Planned maintenance includes scheduled or proactive activities needed to maintain or improve infrastructure elements, e.g. equipment maintenance, main replacements, etc. They are done to reduce the risk of an unplanned failure.
- Unplanned maintenance includes reactive activities, e.g. to deal with main breaks, pump failures, etc. They can draw heavily on resources and adversely affect drinking water quality.

By establishing planned programs for maintenance, rehabilitation and renewal, the operating authority can save time and costs and increase public confidence in drinking water.

Some drinking water systems have five or 10-year rolling plans to address such considerations as main rehabilitation, upgrades and replacement, water treatment and storage due to increased projected demands. These types of system maintenance requirements are usually tied to the capital budgets of the operating authority and/or the owner of the drinking water system.



### ACTIONS

#### You Can Take To Be Better Informed

- Find out what maintenance, rehabilitation and renewal plans are in place for your drinking water system.
- Ask your operating authority to present the findings of its annual infrastructure review.

## Scope of Assets

It's estimated that Ontario will require \$30 to \$40 billion of investment in water infrastructure repairs and upgrades over the next 15 years. Water efficiency measures can be used to extend the capacity of existing infrastructure and defer upgrading costs.

(Source: Ontario Ministry of the Environment and the Ontario Ministry of Natural Resources, 2009, Safeguarding and Sustaining Ontario's Water Resources for Future Generations)

## DEFINITIONS

**INFRASTRUCTURE** – the set of interconnected structural elements that provide the framework for supporting the operation of the drinking water system, including buildings, workspaces, process equipment, hardware and software, and supporting services such as transport or communications.

**REHABILITATION** – the process of repairing or refurbishing an infrastructure element.

**RENEWAL** – the process of replacing the infrastructure element with new elements.

(Source: Ontario Ministry of the Environment, 2007, Implementing Quality Management: A Guide for Ontario's Drinking Water Systems)

### Peer to Peer

*“Aging infrastructure is the major challenge facing municipalities today, and a solid long-term plan to address this is a must.”*

– Councillor Paul Hubert, City of London





## Sustainable Financial Planning for Drinking Water Systems

Achieving financial sustainability in Ontario’s municipal water and wastewater is a long-term goal. Financial sustainability is needed to ensure that Ontarians continue to enjoy clean and safe drinking water, water and wastewater services are reliable and environmental protection is maintained.

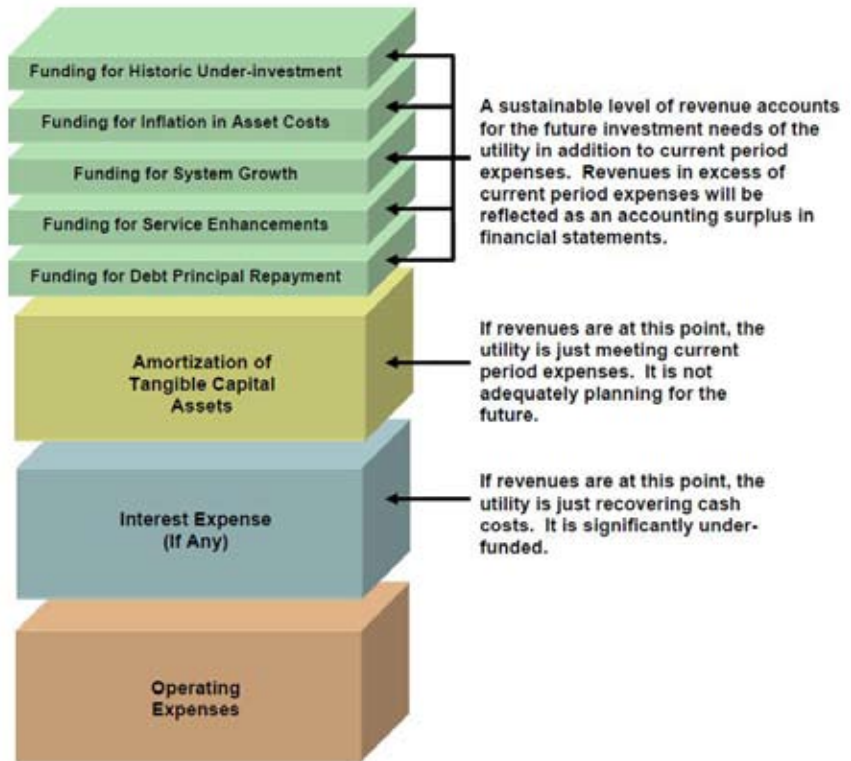
To receive a municipal drinking water licence for your drinking water system, your municipality needs to prepare a financial plan.

You have an important role to play in ensuring that appropriate resources are made available to ensure that a financial plan can be prepared. Municipal councils have ultimate responsibility for approving financial plans that are prepared for a water utility.

The following are some key principles for developing a financial plan.

- Ongoing public engagement and transparency can build support for - and confidence in - the financial plan and the drinking water system.
- An integrated approach to planning among water, wastewater and storm water systems is desirable given the inherent relationship among these services.
- Revenues collected to provide water and wastewater services should ultimately be used to meet the needs of those services.
- Life-cycle planning with mid-course corrections is preferable to planning over the short-term or not planning at all.
- An asset management plan is a key input to the development of a financial plan.

### A Building-block Approach to Determining Utility Needs



(Source: Ontario Ministry of the Environment, 2007, Towards Financially Sustainable Drinking-Water and Wastewater Systems)

*“Municipalities need to ensure that their water systems are adequately financed. Over the long term, safety depends on stable and adequate financing to maintain the water system’s infrastructure and its operational capacity to supply high-quality water consistently.”*

— Justice Dennis O’Connor, 2002, Report of the Walkerton Inquiry

- Financial plans benefit from the close collaboration of various groups including engineers, accountants, auditors, utility staff and municipal council.



## Water Audits and Accounting for Water Losses

An important tool in understanding the condition of your drinking water system assets is a water audit. This is the process of estimating where all of the water entering the distribution system ends up. One of the things a water audit will reveal is how much water is being lost to leaks from water mains and service connections. Leaks are a concern as they can:

- signal deteriorating water main conditions and be a precursor to more breakages
- be a source of bacterial contamination
- result in additional costs for pumping and treating water that is not ultimately delivered to consumers, and
- damage other infrastructure such as roads and sewers.

(Source: Ontario Ministry of the Environment, 2007, Towards Financially Sustainable Drinking-Water and Wastewater Systems)

Financial plans for drinking water systems are required to forecast costs over a minimum period of six years, although municipalities are encouraged to adopt a life-cycle approach to managing their drinking water assets as a long-term goal. Financial plans are living documents and should be updated and reviewed as new information becomes available. As a best practice, they should be updated annually to foster continuous improvement and rolled into the annual municipal budget process.

There are many different costs, both capital and operating, associated with planning, building and operating water systems. Some costs reflect outputs not attributable to the provision of water such as fire protection services, or the operation of combined storm and sanitary sewer systems.

A sustainable system is one that can adequately cover current operating costs, maintain and repair its existing asset base, replace assets when appropriate, fund future growth and enhancements to services, and account for inflation and changes in technology.



## The Big Picture

According to Environment Canada, 12 per cent of water produced at municipal water treatment facilities in Ontario is lost, mainly due to leaks in the distribution system infrastructure. Others sources estimate this figure is as high as 30 to 40 per cent.

(Sources: Environment Canada, 2010, 2010 Municipal Water Use Report: 2006 Statistics; The Undergrunder magazine, April 2010)

## Communicating With Your Operating Authority

Within the operational plan, your operating authority is required to have a procedure for communicating with the owner of the drinking water system, its personnel, suppliers and the public. You should be familiar with how communication about drinking water takes place. The procedure for communicating with the owner may be as simple as indicating the status of the implementation of the QMS and its effectiveness during scheduled meetings, such as council meetings. Communication with the public may include posting information on a publicly accessible website or through billing inserts.

As noted previously, your council may be asked to provide a written endorsement of the system's opera-

## Emergency Planning for Drinking Water

Under the Emergency Management and Civil Protection Act, your municipality will already have an Emergency Response Plan for a wide range of potential scenarios. Some of these scenarios may involve drinking water and may link to planning done as part of the QMS to document procedures to maintain a state of emergency preparedness.

Emergency preparedness means identifying what could happen in your system to cause an emergency and having processes and procedures in place to prepare for and respond to those emergencies. Some elements of an emergency response plan include communications, training, testing, responsibilities and contact information.

In a drinking water context, emergencies can happen as the result of a variety of natural and human-caused events such as severe weather, major power outages,

### ACTIONS

#### You Can Take To Be Better Informed

- Determine when and how your operating authority will communicate to you as an owner.
- Find out what information is made available to the public and how.

tional plan. Depending on the nature of your system's management structure, the operating authority may also involve the owner in other areas of the QMS such as risk assessment, management review or infrastructure.

### DEFINITIONS

A **DRINKING WATER EMERGENCY** is a potential situation or service interruption that may result in the loss of the ability to maintain a safe supply of drinking water to consumers.

(Source: Ontario Ministry of the Environment, 2007, Implementing Quality Management: A Guide for Ontario's Drinking Water Systems)

spills, pandemics and deliberate acts of vandalism or terrorism. Potential emergencies can be identified through risk assessments, MOE inspections, corporate audits, insurance company reviews, and records of past emergencies.

### ACTIONS

#### You Can Take To Be Better Informed

- Ask your operating authority to review the drinking water emergency plan with council and to explain what responsibilities have been assigned to the owner.
- Know who will be the spokesperson during a drinking water emergency.
- Ensure critical staff have taken necessary training on emergency procedures and have participated in testing.

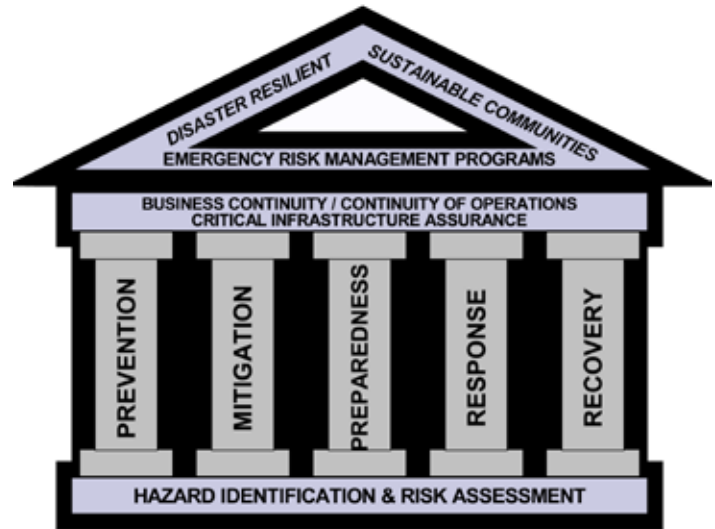
An element of the QMS emergency procedures is to clearly document the roles and responsibilities of the owner and operating authority during each emergency. For example, in an emergency, your Clerk-Treasurer may be assigned the responsibility of seeking resource authorization from council and act as chief liaison with council and the mayor.

The QMS also requires that clear direction for communicating to the owner and others during an emergency be established. Planning beforehand how those in charge will talk to each other and the media can avoid complications during an emergency.

Preparing also means training and testing. The best emergency response procedures are ineffective if personnel are not properly trained on what to do and the procedures tested. All personnel working within the drinking water system need to know what to do in an emergency, especially those with special response roles. Common forms of testing and training include orientation and education sessions, table-top exercises, walk-through drills, functional drills or full-scale exercises.

### Five pillars of emergency management

Emergency management includes organized and comprehensive programs and activities taken to deal with actual or potential emergencies or disasters. It is based on a risk management approach and includes activities in five components: prevention, mitigation, preparedness, response, and recovery. These components are illustrated in the following figure:



(Source: Emergency Management Ontario, 2010, Emergency Management Doctrine for Ontario)

## Adverse Drinking Water Incident, Boil Water Advisory and Drinking Water Advisory - How are they different?

An adverse water quality incident (AWQI) indicates that a drinking water standard has been exceeded or a problem has arisen within a drinking water system. AWQIs are an important component of the drinking water safety net. The report of an AWQI does not in itself indicate that drinking water is unsafe or that the statutory standard of care has not been met, but rather that an incident has occurred and corrective actions must be taken to protect the public. In some cases, these corrective actions may include a boil water advisory (BWA) or a drinking water advisory (DWA).

The local Medical Officer of Health in each of Ontario's 36 public health units is responsible for issuing BWAs and DWAs when necessary.

A BWA is issued when a condition exists with a drinking water supply that may result in a health risk and the condition can be corrected by boiling the water or by disinfection. An example is the presence of bacteria in the water supply such as E. coli.

A DWA is issued when a condition exists with a drinking water supply that cannot be corrected by boiling the water or by disinfection. An example is the presence of chemical contaminants.

In both cases, the local Medical Officer of Health will direct the system owner to inform users of the advisory, through means such as door-to-door notification, public posting of notices and local media outlets, to boil water and/or use an alternate water supply until further notice. An advisory will be lifted only after the local Medical Officer of Health is satisfied that corrective actions were taken and the situation is remedied.

## Drinking Water System Reports and Inspections: What they tell you about your drinking water system

An owner of a drinking water system is required to ensure that an annual summary report is presented to the members of council or local services board. Summary reports must be produced by March 31 of each year to cover the preceding calendar year.

The summary report must include:

- information about any requirements of the SDWA, the regulations, the system’s approval, drinking water works permit, municipal drinking water licence and any order that the system failed to meet during the time period, plus the duration of the failure
- a description of the measures taken to correct each failure
- a comparison of the system’s capability with the quantities and flow rates of the water supplied the preceding year to help assess existing and planned uses.

Municipalities are also required to provide details about each residential drinking water system in an annual report to consumers. This annual report must be completed by February 28 each year and include:

- a brief description of the drinking water system including chemicals used
- a summary of the results of required testing, plus the approval, licence or provincial officer order issued to the system
- a summary of any adverse test results required to be reported to the Ministry of the Environment
- a description of any corrective actions taken, and
- a description of any major expenses incurred to install, repair or replace required equipment.

Every municipal residential drinking water system is inspected at least once a year by the Ministry of the Environment. An inspection includes the review of a system’s source, treatment and distribution components, as well as water quality monitoring procedures and practices to evaluate system management and operations.

### ACTIONS

#### You Can Take To Be Better Informed

- Obtain and thoroughly review copies of the most recent annual and summary reports.
- Ask for explanations of any information you don’t understand.
- Consider, act on and correct any deficiencies noted in the reports.

MOE prepares an inspection report that highlights any areas of non-compliance and what actions are required to correct them. The report also includes an inspection rating to help you compare your system’s current and past performance, and identify areas for improvement.



### ACTIONS

#### You Can Take To Be Better Informed

- Review your annual inspection results and ask questions if there is any indication of declining quality.
- Clarify any technical terms.
- Ask how deficiencies are being addressed.
- Review your system’s standing in the ratings reported in the Chief Drinking Water Inspector’s Annual Report. If your rating is less than 100 per cent, ask why.
- Consider, act on and correct any deficiencies highlighted in the inspection.

## Drinking Water System Operators: What do they do? What certification requirements must they meet? Why do you need to plan?

Ontario has established requirements for the training and certification of drinking water (and wastewater) system operators. Municipal residential drinking water systems are required to use certified operators to perform all operational work.

Drinking water system operators play a vital operational role in providing safe drinking water to your community. The responsibilities of an operator may include:

- Checking, adjusting and operating equipment such as pumps, meters, analyzers, and electrical systems, and having replacement parts on-site for critical repairs
- Determining chemical dosages and keeping chemical feed equipment appropriately filled with chemicals, adjusted and operating properly
- Ordering and maintaining a stock of parts, chemicals and supplies
- Maintaining operating records and submitting operating reports to the system's operating authority/owner and the province
- Collecting and submitting water samples as required by regulation (This usually involves taking samples from a number of key locations and transporting them to a licensed laboratory.)
- Explaining and recommending to the operating authority/owner any major repairs, replacements or improvements that should be made to the plant.



### ACTIONS

#### You Can Take To Be Better Informed

- Ensure there are sufficient resources for appropriate levels of training for municipal staff involved in operating a drinking water system.
- Confirm that an overall responsible operator (ORO) has been designated and that procedures are in place to ensure all required staff and contractors are certified.
- Check to see if drinking water operator succession planning is being done.

## Types of Drinking Water System Operators

**Overall Responsible Operator (ORO)** - designated by the owner or operating authority, the ORO has overall operational responsibility for the system and must have an operator's certificate to match the classification of the facility.

**Operator-in-Charge (OIC)** - designated by the owner or operating authority, the OIC can direct other operators, set operational parameters in the system and has the authority to make operational decisions.

**Operators** - all persons who adjust processes, equipment or the flow, pressure or quality of water in the system. Operators must hold a valid operator's certificate or work under the direct on-site supervision of a certified operator.

**Operator-in-Training (OIT)** - new operators who can operate a drinking water system. They cannot be designated as an ORO or OIC.

The operational complexity of your drinking water system will determine what certification requirements your operators must have to operate the system. Certification requires applicants to meet requirements in education, training, experience and knowledge and pass required exams. A certificate is valid for three years. To renew a certificate, operators must complete 20 to 50 hours of mandatory training per year on subjects related to the duties of a water system operator. Continuing education helps operators steadily improve their knowledge and skills throughout their careers.

### Peer to Peer

*“Competent, certified operators are a key element to due diligence. Municipalities have an obligation to facilitate ongoing training for water treatment operators.”*

– Councillor Ken Graham, Town of Smiths Falls



## Water Conservation

Creating and implementing water conservation measures help to reduce water and energy consumption, lower long-term infrastructure costs and protect the environment.

It is estimated that every additional litre of water capacity costs roughly four dollars for expanded water and wastewater infrastructure. Many municipalities in Ontario are realizing significant savings from water conservation measures.

The cost of energy to pump, distribute and treat water and wastewater is a significant expense for most Ontario municipalities. Saving water saves

energy and reduces greenhouse gas emissions. Better water management has the potential to be one of the most cost-effective energy reduction strategies for Ontario's municipalities.

(Source: Ontario Ministry of the Environment and the Ontario Ministry of Natural Resources, 2009, Safeguarding and Sustaining Ontario's Water Resources for Future Generations)



### Peer to Peer

*“Water is our most valuable natural resource. How we as councillors protect that resource will become more and more important as we continue to require safe drinking water in the future.”*

– Councillor-at-Large Rebecca Johnson,  
City of Thunder Bay



### Water Conservation Facts

- Ontarians currently use about 267 litres of water per capita per day, which is nearly twice as much as other countries with similar standards of living such as Germany, the United Kingdom and the Netherlands.
- Pumping and distributing water to homes and businesses, and treating water and wastewater makes up one-third to one-half of a municipal government's total electrical use, which is double that of other municipal costs such as street lighting.
- Canadian surveys have consistently shown that as the percentage of metered homes in a community increases, water use per capita decreases. In municipalities that use volume-based water charges (i.e. meters), the average daily consumption is 263 litres per person, while in municipalities that charge a flat or assessed rate, the corresponding figure is 76 per cent higher, or 464 litres per person.

(Source: Environment Canada, 2010, 2010 Municipal Water Use Report: 2006 Statistics)

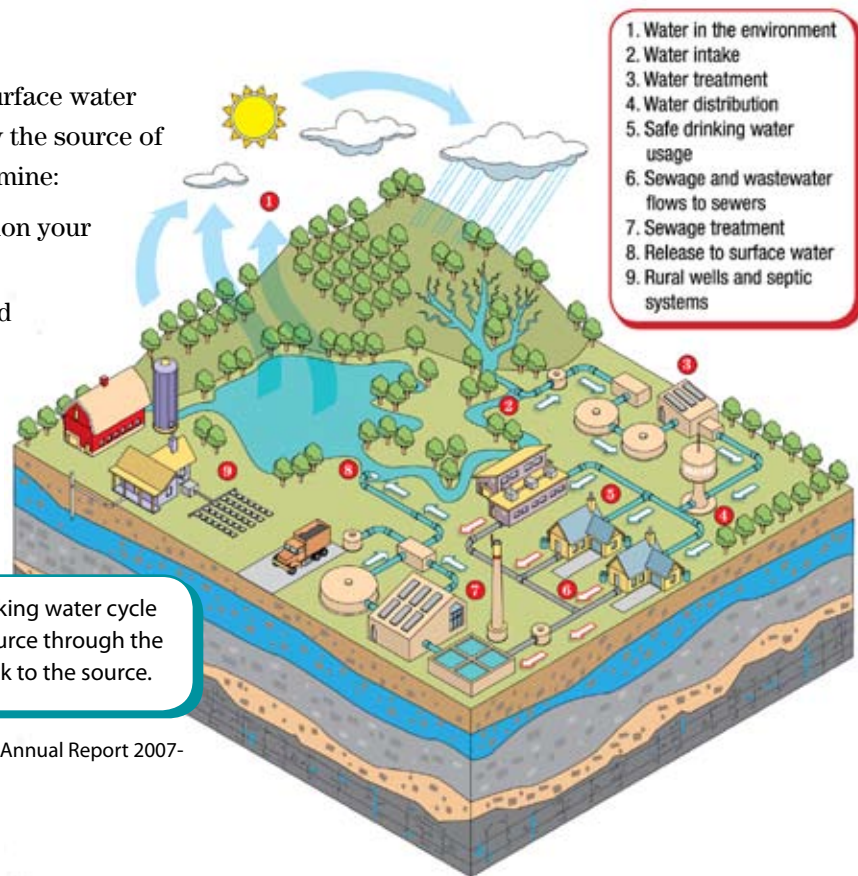


# LEARN MORE ABOUT DRINKING WATER

## Sources of Water

Ontario's drinking water comes from surface water or groundwater. It is important to know the source of your community's water as it will determine:

- the kind of treatment and disinfection your drinking water system must have
- the equipment needed to access and distribute your water
- the types of risks your drinking water may face, and
- planning for your water supplies for the future.



Right: A graphical representation of the drinking water cycle demonstrating how water flows from the source through the water treatment process to your tap and back to the source.

(Source: Ontario Ministry of the Environment, 2009, Annual Report 2007-2008 Chief Drinking Water Inspector)

## Surface water

Surface water for public use is taken from rivers, lakes or reservoirs which are replenished by rain and snow. Surface water is more susceptible to contamination for the following reasons:

- **Rivers** – may flow through farmland, industrial areas, sewage discharge zones and other districts which may cause harmful contamination and/or affect taste, odour, clarity and colour. River water quality will vary throughout the year.
- **Lakes and reservoirs** – usually have better water quality than rivers. Suspended contaminants will ‘settle out’ in lakes. However, lakes and reservoirs are subject to plant and algae growth, which can give lake water unpleasant taste or odour. Human activities (power boats, feed-lots, etc.) are also a threat. In addition, lakes are often fed by rivers which carry contaminants.

## The Great Lakes and Drinking Water

Ontario borders on the Great Lakes, which store about 95 per cent of North America's supply of fresh water and about one-fifth of the world's supply of fresh surface water. Only one per cent of this water is renewed each year by rain and snowfall. More than 70 per cent of Ontarians get their drinking water from the Great Lakes.

## Groundwater

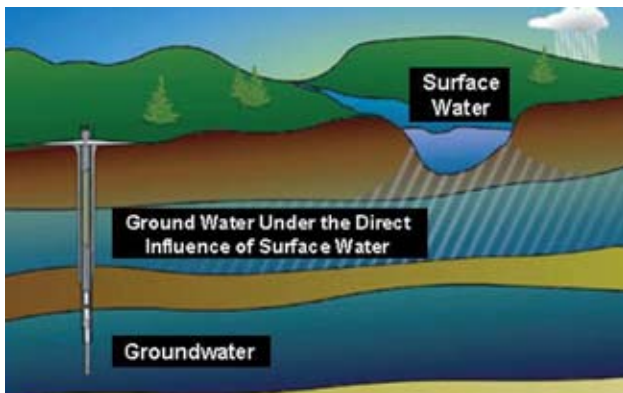
Groundwater (defined as ‘water that occurs beneath the surface of the Earth’) can be found in most parts of Ontario. It gathers in aquifers, the layers of sand, gravel and rock through which water seeps from the surface.

Sand and gravel aquifers are usually the most suitable for public water systems because water is more plentiful. Among rock aquifers, sandstone is often porous and can be a good source of groundwater. Limestone is not porous but may have cracks and cavities through which water can move and also provide a water supply.

## Groundwater Under Direct Influence - GUDI

In addition to groundwater and surface water, there is a third source of water known as GUDI which stands for Groundwater Under Direct Influence of Surface Water.

An aquifer supplied by GUDI is viewed in the same category as surface water and has the same treatment and disinfection requirements.



(Source: Ontario Ministry of the Environment, 2007, “Drinking Water 101” course materials)



## Source Protection in Ontario

Protecting our sources of drinking water is the purpose behind the Clean Water Act, 2006 (CWA) and the first component of Ontario’s multi-faceted approach to providing safe, clean drinking water.

The source protection process in Ontario is helping municipalities and others identify potential threats to sources of drinking water so that better decisions can be made about managing such threats and plans can be developed to protect these vulnerable sources into the long-term future.

Source protection activities may have an impact on a municipality’s land use planning rules. For example, source protection plans developed under the CWA may require new land use planning policies to be included in the municipality’s Official Plan, as well as by-laws to prevent future significant threats to drinking water sources.

To learn more about source protection planning for municipalities, please visit [www.ontario.ca/cleanwater](http://www.ontario.ca/cleanwater).

(Source: Ontario Ministry of the Environment, 2006, The Clean Water Act: Promoting Municipal Awareness and Understanding)

## Getting Groundwater to the Surface

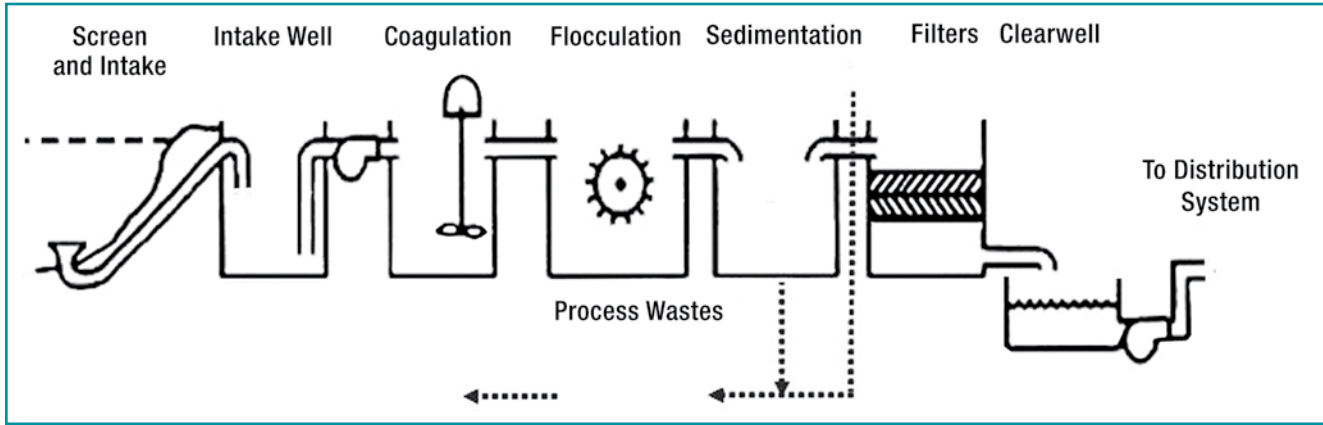
Groundwater is sourced through traditional (gravity) wells and artesian wells.

A traditional well is created by sinking a hole or a shaft into the ground to reach the water in an aquifer. This water is not under pressure and must be pumped to the surface for use.

An artesian well taps an aquifer where the water is under pressure and rising from being confined between two containing layers.

A spring forms when groundwater flows naturally from rock or soil onto the land surface.

## Drinking Water Treatment Processes



(Source: Ontario Ministry of the Environment, 2007, "Drinking Water 101" course materials)

Treatment processes reduce or eliminate the potential for the presence of pathogens (organisms that can cause illness) in drinking water and are used to ensure your drinking water meets provincial standards. Different water sources necessitate different levels and methods of treatment to ensure safe, clean water is provided to consumers.

In Ontario, all drinking water systems must have a disinfection process in place and all water must be disinfected before it is supplied to the public. The most widely used disinfectant is chlorine, which is a low-cost powerful disinfectant which continues disinfecting as water passes through the distribution system.

Drinking water systems using surface water or groundwater that is under direct influence of surface water must also provide a filtration process ahead of the disinfection.

Some municipalities also use certain treatment processes to address aesthetic problems with drinking water, such as taste and odour issues, that do not pose a risk to public health but which consumers find objectionable, or to address specific issues that are more local in nature, like zebra mussel control.

Here is a list of the treatment process steps taken in a conventional water treatment plant used to treat surface water:

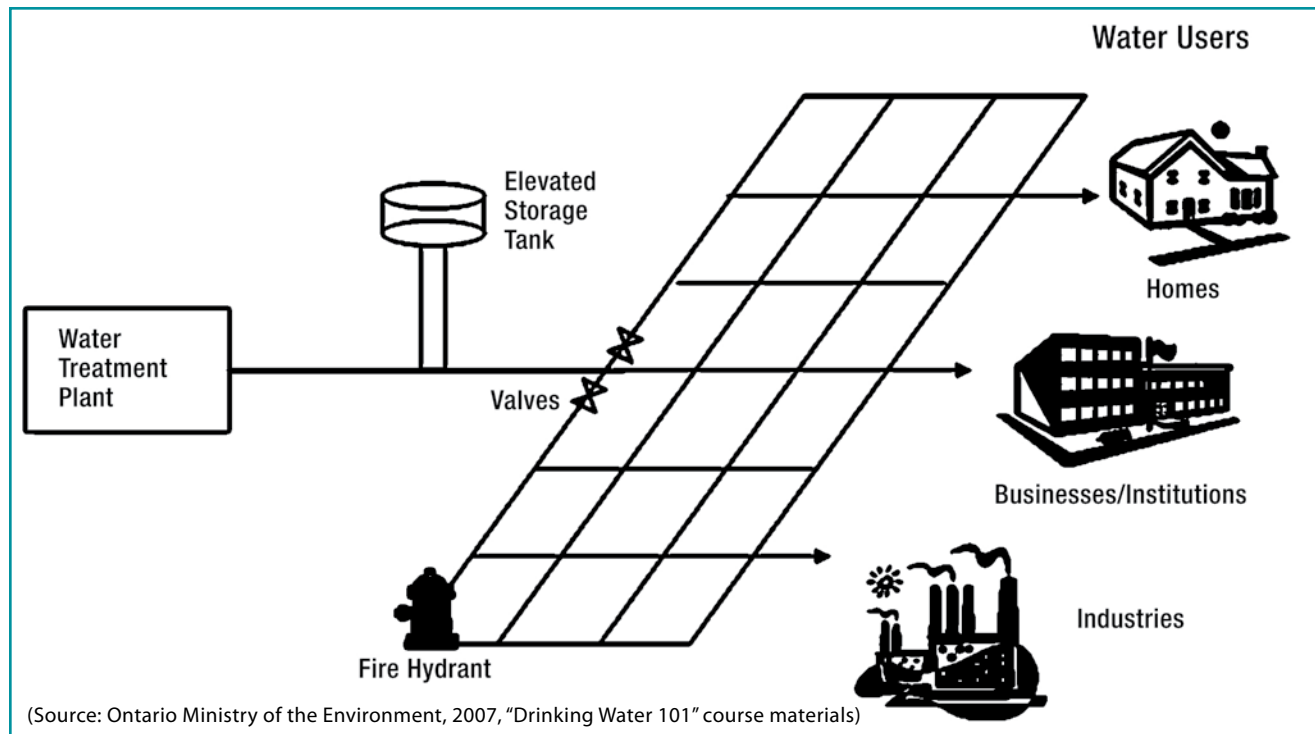
<b>Intake and screen</b>	Intake structures are used to draw water from lakes, reservoirs or rivers. Screens are used to remove large debris from raw water, such as logs or fish, or other unwanted matter (e.g. algae). Screens can also be designed for coarse or fine matter.
<b>Coagulation</b>	Coagulation is a chemical process that causes smaller particles to bind together and form larger particles. The process is used to improve the removal of particles through sedimentation and filtration in the drinking-water treatment process.
<b>Flocculation</b>	Flocculation is the gathering together of fine particles in water by gentle mixing after the addition of coagulant chemicals to form larger particles that can then be removed by sedimentation and filtration.
<b>Clarification</b>	The purpose of clarification is to remove suspended solids prior to filtration. In Ontario, the most common method of clarification used is sedimentation or allowing suspended material to settle using gravity.
<b>Filtration</b>	The purpose of filtration is to remove particles from the water not removed during clarification by passing the water through a granular or membrane filter that retains all or most of the solids on or within itself.
<b>Disinfection</b>	Usually the addition of chlorine to raw or filtered water to remove or inactivate human pathogens such as bacteria and protozoa in water and viruses, or for the purpose of maintaining a consistent level of chlorine in a drinking-water distribution system.

## Find Out About Your Drinking Water System Treatments Processes

To quickly find out what treatment processes are used by the drinking water system(s) in your municipality, visit Drinking Water Ontario ([www.ontario.ca/drinkingwater](http://www.ontario.ca/drinkingwater)) and look for your municipality on the drinking water quality map.

## Water Distribution

The Water Distribution System is the collection of pipes, valves, fire hydrants, storage tanks, reservoirs and pumping stations that carry water to customers.



## Water Mains/Piping

Water mains are normally buried in the public street right-of-way. A trunk main is a larger size main used to move large quantities of water. The smaller diameter pipe which connects a water main to an individual building is called a water service. These smaller pipes contain a buried valve to allow service shut-off. Water service piping inside the property line is considered plumbing and is outside municipal jurisdiction.

The pipes of the distribution system must be large enough to meet domestic and industrial needs and provide adequate and ample flow for fire protection.

## Types of Pipes

The most common types of material used for pipes include:

- Cast-iron - long-used; sturdy but capable of corroding in some cases
- Ductile-iron - widely used newer version of cast-iron; more flexible and less likely to corrode
- Asbestos-cement - not often used; lightweight, low cost
- Plastic - polyvinyl chloride (PVC) or polyethylene pipes are widely used today.

## Valves

Valves are installed at intervals in the piping system so that segments of the system can be shut off for maintenance or repair.

## Hydrants

Hydrants are distributed in residential, commercial and industrial areas, and are primarily used by fire departments in fighting fires. Fire hydrants and system valves should be operated and tested at regular intervals.

## Water Storage Facilities

Water storage facilities exist in most municipalities to provide a reserve supply for times of emergency or heavy use (e.g. firefighting) and can include:

- elevated tanks (providing water pressure to a system)
- standpipes (also supply pressure from a high point of land)
- hydro-pneumatic systems (use air pressure to create water pressure in small systems)
- surface or in-ground reservoirs (where water can be stored and pumped out for use).

## Pumping Stations

Pumping stations are facilities including pumps and equipment for pumping fluids from one place to another. Pumping facilities are required whenever gravity cannot be used to supply water to the distribution system under sufficient pressure to meet all service demands.

## Water Meters

Water meters record the amount of water treated and delivered to the water system and measure the amount of water used by customers.

## Water Distribution Atlas

Your municipality may maintain a water distribution system atlas which provides detailed mapping of the distribution system and information on infrastructure and maintenance records. Detailed mapping helps your municipality plan for future repairs and is essential for quick response to problems such as water main breaks.



### For Further Information

#### To learn more about drinking water, visit these websites:

**[www.ontario.ca/drinkingwater](http://www.ontario.ca/drinkingwater)** – Ontario Ministry of the Environment’s Drinking Water Ontario website offering a single point of access to a wealth of information on drinking water and drinking water services in Ontario.

**[www.ene.gov.on.ca](http://www.ene.gov.on.ca)** – The website of the Ontario Ministry of the Environment.

**[www.wcwc.ca](http://www.wcwc.ca)** – The website of the Walkerton Clean Water Centre, an agency of the Ontario Government, which provides information on available training and education offered by the Centre, especially to those serving small and remote communities.

**[www.ocwa.ca](http://www.ocwa.ca)** – The website of the Ontario Clean Water Agency, an agency of the Ontario Government, which includes information on water and sewage works and related services provided by the Agency.

**[www.e-laws.gov.on.ca](http://www.e-laws.gov.on.ca)** – The Ontario Government website providing access to provincial laws and regulations.

**[www.omwa.org](http://www.omwa.org)** – The website of the Ontario Municipal Water Association.

**[www.owwa.com](http://www.owwa.com)** – The website of the Ontario Water Works Association, a section of the American Water Works Association ([www.awwa.org](http://www.awwa.org)).

## ACTIONS

## You Can Take To Be Better Informed

 **SUMMARY OF ACTIONS YOU CAN TAKE**

- Review the reports of the Walkerton Inquiry, specifically sections related to municipal government (Chapter 7 in Report I, Chapters 10 and 11 in Report II). The reports are available online at [www.attorneygeneral.jus.gov.on.ca/english/about/pubs/walkerton](http://www.attorneygeneral.jus.gov.on.ca/english/about/pubs/walkerton).
- Become further acquainted with drinking water legislation and regulations, available on the Ontario Government e-Laws website at [www.e-laws.gov.on.ca](http://www.e-laws.gov.on.ca).
- Learn about drinking water safety and its link to public health. Speak to water system and public health staff to learn more.
- Become familiar with your municipal drinking water system. Ask your water manager to give a presentation to council and/or arrange a tour of your drinking water facilities.
- Ask your operating authority to speak to your municipal council about your operational plan.
- Consider and act on any advice (including identified deficiencies and action items) identified during the annual management review process.
- Review the QMS policy in your operational plan and its commitments.
- Ask your operating authority to show how it is meeting these commitments.
- Find out what maintenance, rehabilitation and renewal plans are in place for your drinking water system.
- Ask your operating authority to present the findings of its annual infrastructure review.
- Determine when and how your operating authority will communicate to you as an owner.
- Find out what information is made available to the public and how.
- Ask your operating authority to review the drinking water emergency plan with council and to explain what responsibilities have been assigned to the owner.
- Know who will be the spokesperson during a drinking water emergency.
- Ensure critical staff have taken necessary training on emergency procedures and have participated in testing.
- Obtain and thoroughly review copies of the most recent annual and summary reports.
- Ask for explanations of any information you don't understand.
- Consider, act on and correct any deficiencies noted in the reports.
- Review your annual inspection results and ask questions if there is any indication of declining quality.
- Clarify any technical terms.
- Ask how deficiencies are being addressed.
- Review your system's standing in the ratings reported in the Chief Drinking Water Inspector's Annual Report. If your rating is less than 100 per cent, ask why.
- Consider, act on and correct any deficiencies highlighted in the inspection.
- Ensure there are sufficient resources for appropriate levels of training for municipal staff involved in operating a drinking water system.
- Confirm that an overall responsible operator (ORO) has been designated and that procedures are in place to ensure all required staff and contractors are certified.
- Check to see if drinking water operator succession planning is being done.

***Be informed. Ask questions. Get answers.***

***It's your duty.***

## Glossary

The following is a list of drinking water related terms and phrases you may come across when carrying out your oversight responsibilities.

### A

**Accreditation Body:** a person designated or established as an accreditation body under Part IV of the Safe Drinking Water Act, 2002.

**Accredited Operating Authority:** an operating authority accredited under Part IV of the Safe Drinking Water Act, 2002.

**Adverse Water Quality Incident (AWQI):** an event in which an adverse test result triggers a process of notification and protective measures.

**Aquifer:** a layer of soil, sand, gravel or rock that contains groundwater.

**Audit:** a systematic and documented verification process that involves objectively obtaining and evaluating documents and processes to determine whether a quality management system conforms to the requirements of the Drinking Water Quality Management Standard (DWQMS).

### B

**Backflow Preventer:** a mechanical device for a water supply pipe to prevent the backflow of water into the water supply system from the service connections.

**Boil Water Advisory:** a notice issued by a local medical officer of health indicating water should be boiled before human consumption.

### C

**Certificate of Approval (C of A):** a legal instrument which permits the construction or alteration of a drinking water system, or parts thereof. The Ontario Ministry of the Environment issues this document after an engineering review of the proposed facilities and when it is satisfied that the facilities will work as intended and will be able at all times to supply drinking water meeting Ontario Drinking Water Standards and requirements of O.Reg.170/03. For municipal drinking water systems that provide water to residences, the C of A program is being phased out and replaced with the Municipal Drinking Water Licensing Program.

**Chemically Assisted Filtration:** a water treatment process that uses chemicals, such as alum, as a coagulant to bind small particles together into larger particles that are then easily filtered out when the water passes through sand beds or other filters.

**Chlorine Residual:** the concentration of chlorine remaining in the chlorinated water at the end of a given contact time that is available to continue to disinfect. Measured as Free Chlorine, Combined Chlorine and Total Chlorine.

**Coagulation:** the addition of coagulant chemicals to water to allow for the agglomeration of the small suspended particles into larger particles that can be removed by sedimentation and filtration in the drinking water process.

**Colony Counts:** a scientific measure that identifies the number of bacteria, yeast or moulds that are capable of forming colonies.

**Conservation Authority:** local watershed management agencies that deliver services and programs that protect and manage water and other natural resources in partnership with government, landowners and other organizations. (<http://conservation-ontario.on.ca/>).

**Contaminant:** any solid, liquid, gas, odour, heat, sound, vibration, radiation or combination of any of them resulting directly or indirectly from human activities that causes or may cause an adverse event.

**Cross Connection:** the physical connection of a safe or potable water supply with another water supply of unknown or contaminated quality such that the potable water could be contaminated or polluted.

**Cryptosporidium:** a single-celled protozoan parasite found in the intestinal tract of many animals. If the animal waste containing Cryptosporidium contaminates drinking water, it may cause gastrointestinal disease in humans.

### D

**Designated Facility:** under the Safe Drinking Water Act, 2002, designated facilities are defined as facilities that serve people who are potentially more susceptible to illness if they drink water that is of poor quality. These facilities include schools, universities and colleges, children and youth care facilities.

**Disinfection:** destruction or inactivation of pathogenic and other kinds of micro-organisms by physical or chemical means.

**Drinking Water:** (a) water intended for human consumption, or (b) water that is required by Act, regulation, order, municipal by-law or other document issued under the authority of an Act to be “potable” or to “meet or exceed the requirements of the prescribed drinking water quality standards.”

**Drinking Water System:** a system of works, excluding plumbing, that is established for the purpose of providing users of the system with drinking water and that includes:

- (a) anything used for the collection, production, treatment, storage, supply or distribution of water
- (b) anything related to the management of residue from the treatment process or the management of the discharge of a substance into the natural environment from the treatment system, and
- (c) a well or intake that serves as the source or entry point of raw water supply for the system.

**Drinking Water Quality Standards:** standards prescribed by Ontario Regulation 169/03 (Ontario Drinking Water Quality Standards) for microbiological, chemical and radiological parameters which when above certain concentrations have known or suspected adverse health effects.

## E

**E. coli (*Escherichia coli*):** a species of bacteria naturally present in the intestines of humans and animals. If animal or human waste containing E. coli contaminates drinking water, it may cause gastrointestinal disease in humans. Most types of E. coli are harmless, but some active strains, especially O157:H7, produce harmful toxins and can cause severe illness.

**Exceedance:** violation of a limit for a contaminant as prescribed in the Ontario Drinking Water Standards Regulation (O. Reg. 169/03).

## F

**Filtration:** the separation of suspended solid particles from a fluid stream by passing the fluid through a granular or membrane filter medium that retains most of the solids on or within itself.

**Flocculation:** the gathering together of fine particles in water by gentle mixing after the addition of coagulant chemicals to form larger particles that can then be removed by sedimentation and filtration.

## G

**Giardia:** protozoa, usually non-pathogenic, that may be parasitic in the intestines of vertebrates including humans and most domestic animals. If animal waste containing Giardia contaminates drinking water, it may cause gastrointestinal disease in humans.

## H

**Heterotrophic Plate Count (HPC):** HPC is a microbiological test that gives an indication of general bacterial population. HPC results are not an indicator of water safety and should not be used as an indicator of potential adverse human health effects. This is a routine test to monitor water plant operations and assure treatment is working properly.

## L

**Laboratory:** a place where drinking water tests are or will be conducted. In Ontario, laboratories must be accredited and licensed for each type of drinking water test they perform. Laboratories may conduct other types of tests as well.

## M

**Medical Officer of Health:** with reference to a drinking water system, the medical officer of health for the health unit in which the system is located; if none exists, that authority resides with the Chief Medical Officer of Health.

**Microbiological organism:** an organism so small that it cannot be seen without a microscope, including bacteria, protozoa, fungi, viruses and algae.

**Municipal Drinking Water System:** a drinking water system (or part of a drinking water system):

- that is owned by a municipality or by a municipal service board established under s. 195 of the Municipal Act, 2001
- that is owned by a corporation established under s. 203 of the Municipal Act, 2001
- from which a municipality obtains or will obtain water under the terms of a contract between the municipality and the owner of the system, or
- that is in a prescribed class.

## O

**Operating Authority:** with reference to a drinking water system, the person or entity that is given responsibility by the owner for the operation, management, maintenance or alteration of the system.



## O (con't)

**Operational Plan:** documents the Quality Management System (QMS) for a subject drinking water system.

**Owner:** with reference to a drinking water system, every person who is a legal or beneficial owner of all or part of the system (but does not include the Ontario Clean Water Agency [OCWA] or any of its predecessors where OCWA is registered on title as the owner of the system).

## P

**Pathogen:** an organism that causes disease in another organism.

**Permit to Take Water:** permit from the Ministry of the Environment under the Ontario Water Resources Act, 1990, required of any person who takes over 50,000 litres of water per day from any source.

**Potable Water:** water that, at a minimum, meets the requirements prescribed by O. Reg. 169/03 (Drinking Water Quality Standards). Other definitions include: water of sufficiently high quality that it can be consumed or used without risk of immediate or long-term harm; water that satisfies the standards of the responsible health authorities as drinking water; water that is 'fit to drink'.

**Protozoa:** a very diverse group comprising some 50,000 organisms that consist of one cell. Most are able to move on their own. Some are a health concern in drinking water. (See Giardia and Cryptosporidium)

**Provincial Officer Order:** an order issued by a Ministry of the Environment Provincial Officer to any person who contravenes any act governed by the Ministry of the Environment.

## R

**Raw Water:** surface or groundwater that is available as a source of drinking water but has not received any treatment.

## S

**Source Water:** untreated water in streams, rivers, lakes or underground aquifers which is used for the supply of raw water for drinking water systems.

**Source Water Protection:** process which includes identifying potential risks to drinking water, assessing and addressing these risks, preventing new ones, and monitoring success.

## T

**Total Coliform Bacteria:** a group of waterborne bacteria consisting of three main sub-groups with common characteristics that is used as an indicator of water quality. The presence of total coliform bacteria in water leaving a treatment plant, or in any treated water immediately after treatment, could indicate inadequate treatment and possible water contamination.

**Treatment System:** any part of a drinking water system that is used in the treatment of water, including:

- anything that conveys or stores water and is part of a treatment process, including any treatment equipment installed in plumbing
- anything related to the management of residue from the treatment process or the management of the discharge of a substance into the natural environment from the system
- a well or intake that serves as the source or entry point of raw water supply for the system.

**Turbidity:** a visible haze or cloudiness in water caused by the presence of suspended matter, resulting in the scattering or absorption of light. The cloudier the water, the greater the turbidity.

## W

**Walkerton Inquiry:** the public commission of inquiry led by Justice Dennis O'Connor into the events that occurred in May 2000 when the water supply in the Ontario town of Walkerton became contaminated with a strain of E.coli bacteria.

**Waterborne Illness:** a disease transmitted through the ingestion of contaminated water. Water acts as a passive carrier of the infectious agent, chemical or waterborne pathogen.

**Watershed:** a region or area bounded peripherally by a divide and draining into a particular watercourse or body of water.



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February 20, 2015

## City Council Committee Report

**To: Mayor and Council**

**Fr: Richard Perchuk, Operations Manager  
Biman Paudel, Water and Sewer Supervisor**

**Re: DWQMS Commitment and Endorsement**

### **Recommendation:**

That Council hereby authorizes the Element 3 – Commitment and Endorsement of the City of Kenora Water Quality Management System; and further

That the Drinking Water Quality Management Plan be signed in accordance with the City officials stated on the Endorsement.

### **Background:**

As part of the City of Kenora Drinking Water Quality Management System (DWQMS) Element 3 recognizes the Commitment and Endorsement of Council and staff to the maintenance and continual improvement of the Drinking Water Quality Management System.

The signed document is required as part of our Operational Plan as part of our Operational Plan as it indicates the City of Kenora continued commitment to the program.

### **Budget /Finance Implications:**

N/A

### **Communication Plan/Notice By-law Requirements:**

Signed document will be returned to Biman Paudel for appropriate distribution.

### **Strategic Plan or other Guiding Document:**

Goals and Corporate Actions: Foundations

Goal #2: Strengthen Our Foundations

2-1 The City will ensure that our municipal infrastructure is maintained using available resources with the intent of moving towards all City infrastructure being in a good state of repair to ensure certainty, security and long-term stability of our systems.

### Element 3 – Commitment and Endorsement

The Mayor and Council of the City of Kenora, being the Owner and Operating Authority for the Kenora Water System are committed to the implementation, maintenance and continual improvement of the Drinking Water Quality Management System. In conjunction with senior management both parties realize the need for sufficient resources, funding and staffing to maintain and make continual improvements to the Drinking Water Quality Management System.

The Designated Quality Management Representative has read and understands the roles and responsibilities required by the Quality Management system and is committed to the appointment.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signed

David Canfield, **Mayor – City of Kenora**

\_\_\_\_\_  
Signed

Louis Roussin, **Chair – Operations Committee**

\_\_\_\_\_  
Signed

Karen Brown, **Chief Administrative Officer**

\_\_\_\_\_  
Signed

Richard Perchuk, **Manager of Operations**

\_\_\_\_\_  
Signed

Biman Paudel, **Water and Sewer Supervisor**

\_\_\_\_\_  
Signed

Bruce Graham, **Designated QMS Representative**



**February 17, 2015**

## **City Council Committee Report**

**To: Mayor & Council**

**Fr: Richard Perchuk, Operations Manager  
Biman Paudel, Water & Sewer Supervisor  
Ryan Peterson, Water Treatment Plant  
Gord St. Denis, Wastewater Treatment Plant**

**Re: 2015 Water & Wastewater Systems Monthly Summary  
Report - January**

### **Recommendation:**

That Council of the City of Kenora hereby accepts the January 2015 Kenora Water and Wastewater Systems Monthly Summary Report, as prepared by Biman Paudel, Water and Sewer Supervisor, Ryan Peterson, Water Treatment Plant Operator and Gord St. Denis, Wastewater Treatment Plant Operator.

### **Background:**

The Water and Sewer Department will be providing Council with Water and Wastewater Systems Summary Reports, on a monthly basis.

The purpose of the Report is to provide Council with an understanding on how the water and wastewater systems they own and operate are maintained. Data will be collected at the end of each month and presented to Council for acceptance, see attached.

The Operations Department recommends that Council accept the 2015 Water and Wastewater Systems Monthly Summary Report for January.

**Budget:** N/A

### **Communication Plan/Notice By-law Requirements:**

Resolution required.

Distribution: R. Perchuk, B. Paudel, R. Peterson, G. St. Denis

**CITY OF KENORA**

# Monthly Summary Report Water & Wastewater Systems

January 2015

Prepared by: Biman Paudel, Water & Sewer Supervisor  
Ryan Peterson, ORO, Water Treatment Plant  
Gord St. Denis, ORO, Wastewater Treatment Plant

## **1.0 Introduction**

This report contains the major maintenance activities and operational events that occurred during the month of January 2015 at the Kenora Area Water Treatment Plant, Kenora Wastewater Treatment Plant, Water Distribution System and Wastewater Collection System. This information report has been prepared for Council to better understand how the systems they own and operate are maintained on a monthly basis.

## **2.0 Water Treatment Plant**

### **2.1 Monthly Flow and Operating Data – See Schedule “A”**

### **2.2 Weekly Bacteriological Samples**

1 Raw, 1 Treated and 6 Distribution for a total of eight (8) samples are taken on a weekly basis.

Sampling was conducted on the following dates:

- Jan 5<sup>th</sup>
- Jan 12<sup>th</sup>
- Jan 19<sup>th</sup>
- Jan 26<sup>th</sup>

All samples tested were within the allowable parameters.

### **2.3 Maintenance**

- Replaced #1 filter backwash valve.
- Replaced #4 filter backwash valve.
- Greased all pumps and motors.

### **2.4 Training**

- No training took place in the month of January.



## 2.5 Water Quality Complaints

There was one (1) water quality complaint in January. It was determined, on site, that it was only the water from the hot water tank, and that it was air in the solution causing the cloudiness.

## 2.6 Other Information

- Distribution system chlorine levels were sampled at three locations weekly throughout the month in addition to the chlorine levels being sampled along with regular weekly bacteriological samples.
- Began our distribution lead testing program for 2015.

## 3.0 Water Distribution System

### 3.1 Maintenance

#### 3.1.1. Water Distribution

- January 5 - Flushed hydrants on: Pine Portage Road.
- January 6 - Dug and repaired watermain break at: 1102 Valley Drive.
- January 13-15 - Dug and repaired water service line at: 324 Seventh Avenue South.
- January 21 - Dug and repaired water service line at: 124 Main Street Rideout.
- January 22-23 - Dug and repaired watermain break at: 346 Seventh Avenue South.
- January 26 - Dug and repaired watermain break at: the intersection of Pine Portage Road and Woods Drive.
- January 28 - Dug and repaired water service leak at: 213 Matheson Street.
- January 29 - Dug and repaired watermain break at: the intersection of Pine Portage Road and Woods Drive.

#### 3.1.2. Wastewater Collection

- January 2 - Dug and repaired force main at the intersection of Fifth Street South  
and Eighth Avenue South  
- Rodded plugged sewer at: 326 First Street North.
- January 3 - Replaced grinder pump at: 2 Universal Drive.
- January 5 - Replaced grinder pump at: 25 Birchwood Crescent.
- January 6 - Rodded plugged sewer at: 1122 Ninth Street North.
- January 7 - Flushed plugged sewer main at: the intersection of Seventh Avenue South and Seventh Street South

- Rodded plugged sewer at: 4 Outen Lane.
- January 8 - Rodded plugged sewer at: 843 Robertson Street.
- January 12 - Rodded plugged sewer at: 810 ½ Sixth Avenue South.
- January 15 - Flushed plugged sewer at: 603 Park Street.
- January 18 - Flushed sewer main at: 636 Seventh Avenue South.
- January 19 - Rodded plugged sewer at: 828 First Street South.
- January 20 - Rodded plugged sewer at: 918 Sixth Street North.
- January 22 - Rodded plugged sewer at: 512 Third Street South
  - Rodded plugged sewer at: 617 Second Street South
  - Rodded plugged sewer at: 1205 Minto Avenue.
- January 24 - Rodded plugged sewer at: 426 Third Street North.
- January 26 - Replaced grinder pump at: 412 Rabbit Lake Road
  - Flushed sewer main at: 918 Sixth Street North.
- January 27 - Rodded and steamed plugged sewer at: 817 ½ Fourth Street North.
- January 29 - Flushed sewer main at: 918 Sixth Street North.
- January 30 - Replaced grinder pump at: Orange Ambulance (Airport Road).
  - Flushed sewer main at: the intersection of First Avenue South and Seventh Street South.

3.1.3. **Water Thaws:** City Property – 1 Private Property – 7

### 3.2 Training

- January 8 – Ray Lindquist and Biman Paudel attended a “half day training on Statutory Standard of Care, SDWA - Section 19”.
- January 12 – All staff in the Water & Sewer Department attended training on Hilti Equipment.
- January 27 - Biman Paudel attended EFAP training.

### 3.3 Water Quality Complaints

There were one (1) water quality complaint reported to the Water Treatment Plant for the month of January.

- The complaint was related to clarity. For further detail see Item 2.5

### 3.4 Boil Water Advisory(s) - 2014

Date and Location:

- January 6<sup>th</sup> – 15 residents on Valley Drive, 1 on Hillside Crescent and 10 on Currie Road.

### 3.5 Other Information

Bill Dixon received his OIT Certifications on all four (4) components: water distribution, wastewater collection, water treatment and wastewater treatment.

## 4.0 Wastewater System

### 4.1 Monthly Flows & Operating Data – See Schedule “B”

### 4.2 Weekly Bacteriological Samples

- 4.2.1. Complete Analyses of Raw Sewage, Treated Effluent and Activated Sludge sent out January 22<sup>nd</sup>, 2015 - Results:
- Total BOD (biological oxygen demand) Raw Sewage: 140 [mg/L]
  - Total BOD Final Effluent: 5.0 - limit is 25[mg/L].
  - Total Suspended Solids Raw Sewage: 200 [mg/ L]
  - Total Suspended Solids Final Effluent: 10.0 [mg/ L] – limit is 25 [mg/L]
- 4.2.2. Weekly Final Effluent Bacti Samples sent to ALS Laboratory on December 7, 14, 21, 28, 2015 - Results: Organisms/100 ml
- Geometric Means from samples in January: 11.9 organisms/100mL.
  - Geometric Means Limit as per Certificate of Approval is 200 organisms/100 mL.

In summary, raw sewage enters the plant with a bacti count of approximately 3 million organisms/100 mL and leaves the plant with a geometric mean of 11.9 organisms/100 mL, which is well within the limit of 200 organisms/mL. Plant reduction of BOD is 97% and the Plant reduction of suspended solids is 95%.

### 4.3 Maintenance

- 4.3.1 Repaired heaters 100 and 200 buildings.
- 4.3.2. Replaced mother board UV module.
- 4.3.3. Unplugged organic return pump water feed line.
- 4.3.4. Bar screen rebuild completed.
- 4.3.5 Submitted 20 liters of plant effluent to lab for testing of acute toxicity for Trout survival testing, as required by Federal Wastewater systems Effluent Regulations. Effluent passed with no mortality of Trout.

### 4.4 Training

- 4.4.1. Health and Safety Policy reviewed with staff.

### 4.5 Other Information

4.5.1. January 19<sup>th</sup>, 2015 - Workplace Health & Safety inspection completed.





**February 27, 2015**

## **City Council Committee Report**

**To: Mayor and Council**

**Fr: Lauren D'Argis, Corporate Services Manager**

**Re: Keewatin Channel Bridge Tender Engineering expenses in 2015**

### **Recommendation:**

That Council hereby approves an additional allocation of \$35,000 to be funded through Federal Gas Tax for the purchase of engineering services related to the Keewatin Channel Bridge tender; and further

That in accordance with Notice By-law Number 144-2007, public notice is hereby given that Council intends to amend its 2015 Operating & Capital Budget at its March 17, 2015 meeting to withdraw funds from Federal Gas Tax in the amount of \$35,000 to offset the cost of this purchase; and further

That Council gives three readings to a by-law to amend the 2015 budget for this purpose.

### **Background:**

City staff is preparing an application for the New Building Canada Fund, Small Communities funding for the Keewatin Channel Bridge works to proceed in 2015. Should this funding be granted, the tender needs to be released as soon as possible. This budget amendment will allow staff to proceed with the preparation of the tender in anticipation of the funding.

### **Budget:**

This budget amendment involves the use of \$35,000 in federal gas tax which is available.

### **Communication Plan/Notice By-law Requirements:**

Notice required to be placed on Committee Agenda, Minutes and subsequent Council Agenda/Minutes.

### **Strategic Plan or Other Guiding Document:**

Strategic Plan Corporate Action 2-1: The City will ensure that our municipal infrastructure is maintained using available resources.



**February 20, 2015**

## **City Council Committee Report**

**To: Mayor and Council**

**Fr: Richard Perchuk, Operations Manager  
Mukesh Pokharel, Solid Waste Supervisor**

**Re: Solid Waste Department Proposed Increase to Tipping Fees**

### **Recommendation:**

That Council hereby approves the tipping fee rates, as recommended by the Solid Waste Department, and outlined in Richard Perchuk's February 20, 2015 Report, effective July 1<sup>st</sup>, 2015; and further

That Council authorizes an amendment to Schedule "D" – Operations Department to the Tariff of Fees & Charges By-law #120-2011 to include the changes; and further

That in accordance with Notice By-law Number 144-2007, public notice is hereby given that Council intends to give three readings to an amendment to Schedule "D" of the Tariff of Fees and Charges By-Law #120-2011 at its March 17, 2015 meeting; and further

That three readings be given to a new comprehensive Tariff of Fees and Charges By-law for this purpose.

### **Background:**

The Solid Waste Department operates as a 'User Pay' department. Revenue is generated from four (4) components of the operation: 1) garbage collection, 2) hazardous waste collection event, 3) Transfer Station Depot, and 4) the Kenora Area Landfill. There is concern that revenues generated are not enough to cover the annual capital cost to purchase future equipment and for the development of infrastructure required by the Solid Waste Department. The enclosed Report, prepared by Mukesh Pokharel, Solid Waste Supervisor, provides a review of current tipping fee charges for services provided by the Solid Waste Department. The Report looks at the need for the City to have sufficient funds to develop a new landfill site once the existing site has reached its capacity. The recommendation is that tipping fees should be increased approximately 12% to cover the annual capital and maintenance cost and a future new landfill site. A complete list of the proposed revised Transfer Station tipping fee charges are included in the attached Report. If approved the fee increase would be effective July 1<sup>st</sup>, 2015.

### **Budget /Finance Implications:**

### **Communication Plan/Notice By-law Requirements:**

Required under Schedule 'A' to Notice By-law 144-2007: before passing or amending a by-law pertaining to fees and charges imposed by the municipality, Council shall give



public notice of its intention to pass a by-law by placing it on applicable agenda preceding meeting subsequently posted on Portal.

**Strategic Plan or other Guiding Document:**

Goals and Corporate Actions: Foundations

Goal #2: Strengthen Our Foundations

2-1 The City will ensure that our municipal infrastructure is maintained using available resources with the intent of moving towards all City infrastructure being in a good state of repair to ensure certainty, security and long-term stability of our systems.

2-13 The City will continue to advance our leadership position as “Stewards of the Lake” and “Stewards of the Land” by safeguarding water quality on our lakes and optimizing waste diversion practices that reduce future landfill requirements.

## Solid Waste Department Review of Tipping Fees

The Solid Waste Department is a user pay department. The City has collected 26,053 tonnes of solid waste in 2014 which is 7.8 % greater than the solid waste collected in 2013.

The solid waste department makes revenue from following section.

- 1) Garbage collection
- 2) Hazardous waste Event
- 3) Transfer Station
- 4) Kenora Area landfill

In 2014 the Solid Waste Department had collected \$1,952,559.00 in revenues. The major portion of the revenue comes from tipping fees and the sale of bag tags.

At the end of 2014 the Solid Waste Department had a surplus of \$440,685.00.

This surplus is not enough to cover the annual capital cost to purchase future equipment and development of the infrastructure for the Solid Waste Department.

The design and construction cost of a future landfill site is of concern and requires adequate reserve funds in place. The existing landfill has approximately thirty years of capacity remaining.

A future landfill site may need to be an engineered landfill site with the provision for the collection of leachate. The design and construction cost of the future landfill site is estimated at \$5.0 million.

The design, site selection and the Ministry of Environment (MOE) application process, for the future landfill site, could take an estimated 4 to 5 years to develop.

The City has to incorporate funding into the current tipping fee structure for the design and construction of a future landfill site. Presently the current tipping fees only cover the operation and maintenance of the department.

The existing tipping fees will not cover the cost for a future landfill site. The current tipping fees has been reviewed and it is recommended that current tipping fees need to be increased, to cover all the expenses and to put money in a reserve fund so that after 25 years the City will have funds for the design and construction of a future landfill.

#### **Why tipping fees at the Solid Waste Department need review**

- Kenora Area Landfill has an estimated 30 years of life.
- City needs another landfill in place in 30 years.
- Future landfill may have to be an engineered landfill site with a leachate collection system.
- The estimated design and construction cost of the future landfill could be \$5.0 million.
- The current tipping fee only covers the operating cost of the transfer station and some portion of the capital cost (equipment + development cost).
- The tipping fee have not been increased in 10 years.

### Proposed Tipping Fee

- The proposed tipping fee should cover the design and construction cost of the future landfill.
- The proposed tipping fee should cover the operation and capital cost of the solid waste department.
- The proposed tipping fee should have some reserve money to deal with any environmental risk that could occur during the life of the landfill that may need to be address.
- The current tipping fee needs to be increased to incorporate all the expenses including cost of future landfill and the associated environmental risks

### Review of the Transfer Station Tipping Fee

1) Surplus Funds in operating the solid waste department ( 2014)

\$ 440,685 (Revenue-Expenses)

2) Equipment Expenses ( Capital for 30 years ) = \$9,000,000.00

@ 300,000 X 30 Yrs.

3) Cost for the development of the existing landfill = \$500,000.00

4) Estimated design, construction of new engineered landfill \$5,000,000.00

5) Cost of the final cover of the existing landfill = \$300,000.00

6) Reserved money for the environmental risk per year = \$50,000.00

**Total Estimated amount required for 30 years** = \$9,000,000.00 + \$500,000.00 + \$5,000,000.00  
+ \$300,000.00 = \$14,800,000.00

Assuming 30 more years of life of the landfill

= **\$500,000 per year**

**Additional amount required per year** = \$500,000.00 + \$50,000.00 - \$440,685.00 = \$110,000.00

= **\$110,000.00 /year**

**Total revenue generated (2014)**

Garbage Collection = \$238,977.00

Hazardous Waste Day = \$19,518.00

Transfer Station = \$1,160,150.00

Kenora Area Landfill = \$533,913.00

Total revenue generated from the solid waste department (2014) = \$1,952,558.00

Proposed revenue per year = \$1,952,558.00 + \$110,000.00 + \$50,000.00 = \$2,112,558.00

***It is proposed the tipping fees be increased from \$80.00 to \$90.00 per tonne for solid waste disposed of at the Transfer Station, and the waste hauled to the Kenora Area Landfill be increased from \$55.00 per tonne to \$65.00 per tonne.***

The Bag tag price will not be increased as most of the bag tag is used by the residential customer.

- The proposed tipping fee will include following. \$90.00 / tonne
  1. \$6.80 /tonne for New engineering landfill
  2. \$16.40 / tonne for equipment cost.
  3. \$61.10 / tonne for operation and maintenance of the SW.
  4. \$2.00 /tonne for environmental risk.
  5. \$1.10 / tonne for final cover and development of Kenora landfill.
  6. \$2.60 / tonne for miscellaneous work.

**Proposed Solid Waste Disposal Tipping Fee Increase**  
(amendment to Tariff of Fees and Charges By-Law #120-2011)

Items	Descriptions	Tipping Fee Current	Tipping Fee Proposed
1	City Bag Tags ( 11.36 Kgs minimum)	\$2.00 / bag	\$2.00 / bag
2	Purchase Blue Box	\$10.75 each	\$10.00 each
3	Purchase ICI Rollout Containers	\$140.00 each	\$120.00 each
4	Per Bag at the Transfer Station ( not exceeding 11.36 Kgs ) 1-7 Bags	\$2.00 / bag	\$2.00 / bag
5	All approved materials upto 250 Kgs	\$15.00 minimum fee	\$15.00 minimum fee
6	All approved materials over 250 kgs	\$80.00 / tonnes	\$90.00 / tonnes
7	Waste and C&D Delivered to the landfill	\$55.00 / tonnes	\$65.00 / tonnes
8	Tires upto 16 "	\$4.50 / tire	\$5.00 / tire
	Tires 16.5 " to 20 "	\$6.00 / tire	\$7.00 / tire
	Tires Over 20 "	\$7.50 / tire	\$8.50 / tire
9	ICI Cooking Oil	\$2.00 / 20 litres	\$2.50 / 20 litres

## Proposed Solid Waste Disposal Tipping Fee Increase

(amendment to Tariff of Fees and Charges By-Law #120-2011

Items	Descriptions	Tipping Fee Current	Tipping Fee
10	Brush, Tree and Yard Waste	\$15.00 minimum fee - up to 250 kgs \$80 per tonne over 250 kgs	\$15 minimum fee - up to 250 kgs \$90 per tonne over 250 kgs
11	Approved Contaminated waste based on a consecutive haul from a single project location  0-50 tonnes 51-100 tonnes 101- 500 tonnes Over 500 tonnes	\$55.00 / tonnes \$40.00 / tonnes \$30.00 / tonnes \$25.00 / tonnes	\$60.00 / tonnes \$45.00 / tonnes \$35.00 / tonnes \$30.00 / tonnes
12	Disposal of Propane Tank Over 20 lbs	\$2.00/ under 20 lbs \$5.00/ over 20 lbs	\$2.00/ under 20 lbs \$5.00/ over 20 lbs
13	Household Hazardous waste Day	\$10.00 / vehicles	\$10.00 / vehicles
14	Weighing of vehicle on scale	\$10.00 / vehicles	\$12.00 / vehicles
15	Industrial Solid Waste delivered to Kenora area Minimum 1000 tonnes/year	\$30.00 / tonnes	\$35.00 / tonnes
16	40 yard bin rental / week	\$225.00 / bin plus material drop off and pick up in approved areas	\$250.00 / bin plus material drop off and pick up in approved areas
17	Handling of approved hazardous materials that require immediate Burial	\$125.00 / transaction handling surcharge	\$140.00 / transaction handling surcharge
18	Commercial Garbage pickup Surcharge	Student Labour rate \$30 Regular labour \$40	Student Labour rate \$30 Regular labour \$40



**Proposed Solid Waste Disposal Tipping Fee Increase**  
 (amendment to Tariff of Fees and Charges By-Law #120-2011)

Items	Descriptions	Tipping Fee Current	Tipping Fee
	<b>For ICI Recycling Services</b>		
19	Bulk Corrugated Cardboard and paper up to 200 kgs.	\$5.00 minimum up to 200 kgs	\$6.00 minimum up to 200 kgs
20	over 200 kgs.	\$25.00 / tonnes	\$30.00 / tonnes (pro-rated over 200 kgs)
21	Roll out container delivered to transfer station (95 gallon recycle cart)	\$2.00 / roll out container	\$3.00 /container/pick-up
22	Roll out container (ICI /Multi PU)	\$5.00/container/pick-up	\$6.00/container/pick-up
23	Large recycle bags	\$5.00/ bag /pick up	\$3.00/ bag /pick up
24	Materials Directed to Re Use Area	\$40.00 / tonnes	\$45.00 / tonnes
25	Bagged Leaf & Grass Clippings	Free	

**Proposed Solid Waste Disposal Tipping Fee Increase**  
 (amendment to Tariff of Fees and Charges By-Law #120-2011)

Items	Descriptions	Tipping Fee Current	Tipping Fee
26	<u>Weigh Scale Out of Service</u>  Per Bag  Per Car Trunk full/utility load  Per Pick-up (1/2 ton) full load  Per 1 tonne stake truck (6 yds) full load  Per 3 tonne stake truck  Per tandem truck (14 yds)  Per packer (25 yds)  Per packer (40 yds)  Transfer facility attendant shall have the authority to charge the loads for intermediate size vehicles	\$2  \$24  \$24  \$42  \$102  \$300  \$408  \$480	\$2  \$24  \$24  \$42  \$102  \$300  \$408  \$480



March 2, 2015

## City Council Committee Report

**To: Mayor and Council**

**Fr: Charlotte Caron, Manager of Property and Planning**

**Re: Amendment – By-law 150-2010 A By-law to Regulate the Keeping of Animals Within the City of Kenora**

### **Recommendation:**

That Council hereby amends By-law Number 150-2010 a By-law to Regulate the Keeping of Animals Within the City of Kenora; and further

That the appropriate bylaw be passed for this purpose.

### **Background:**

It was recently brought to the attention of the Property and Planning Department that By-law 150-2010 A By-law to Regulate the Keeping of Animals Within the City of Kenora contains a provision to apply to the City for a variance for both the number of dogs and the number of cats permitted.

The process to obtain such a variance is not clear within the by-law. Section 14.2 of the by-law states **“The Operations Standing Committee of the City of Kenora may allow a change in any part of this By-law, by By-Law, upon the application of any owner after an inspection has been done by municipal and public health officials, and that information has been reported back to Council.”** It is believed that the intent of the by-law may have been to have the Operations Standing Committee approve any variances requested and report back on the approval to council.

As the Operations Standing Committee no longer exists, the Property and Planning Department is requesting the authority to grant variances be delegated to the By-law Supervisor or the Manager of Property and Planning and that Section 14.2 of the by-law be changed to: **“The City of Kenora’s By-law Supervisor or Manager of Property and Planning may grant a variance as described in Sections 3.1 and 6.1 provided any information requested is provided and any conditions prescribed are agreed upon. This may include but is not limited to veterinary records and inspection of premises. The City’s By-law Supervisor or Manager of Property and Planning will report any variances given to Council and may bring any variance to Council for decision at their discretion.”**

**Budget:** N/A

**Communication Plan/Notice By-law Requirements:** Kevin Robertson, By-law Supervisor, Charlotte Caron, Manager of Property and Planning, By-law Officers

**Strategic Plan or other Guiding Document:** Housekeeping





February 26, 2015

## City Council Committee Report

**To: Mayor and Council**

**Fr: Barbara A. Manson, Parks Supervisor  
Charlotte Caron, Property & Planning Manager**

**Re: Parks Bylaw**

### **Recommendation:**

That Council authorizes a new City of Kenora Parks Bylaw; and further  
That three readings be given to a bylaw for this purpose.

### **Background:**

This bylaw has been in the development stage for over two years. The bylaw covers the various aspects of conduct within our parks and trails. It also includes the hours of operation, regulations and enforcement of the bylaw.

This bylaw has been reviewed by Jeff Simpson and Wells Brown, City By-law Officers, with their input included in the bylaw. Also the City solicitor, with many of the recommended changes implemented.

The short-form wording will be sent to the Regional Judge for approval as required before implementation.

### **Budget:**

n/a

### **Communication Plan/Notice By-law Requirements:**

Charlotte Caron, Property & Planning Manager  
Kevin Robertson, By-law Supervisor and Chief Building Official  
John Nabb, Parks/Facilities Supervisor

### **Strategic Plan or other Guiding Document:**

City of Kenora Strategic Plan 2015 to 2020  
City of Kenora's Official Plan  
Lake of the Woods Economic Development – Strategic Plan – 2014

# City of Kenora Parks By-Law

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# The Corporation of the City of Kenora

## By-Law Number \_\_\_\_\_

### A By-Law to Regulate Parks

#### 1. Short Title

1.1 This by-law may be cited as the "Parks By-Law".

#### 2. Definitions

Definitions: In this By-law, unless stated otherwise, certain terms shall be defined as indicated in the lettered paragraphs of this section. When words appear in capital letters, the meanings prescribed in this section shall apply. When the words appear in regular case, they should be read as having their ordinary meanings.

2.1 "**Animal**" means any creature, not human.

2.2 "**Sign**" means any authorized sign, notice or other device placed or erected in or upon a Park, under the authority of this By-law.

2.3 "**Bicycle**" means a vehicle propelled by human power on which a person can ride regardless of the number of wheels it has;

2.4 "**By-law Enforcement Officer**" means a person employed by the City of Kenora as a By-Law Enforcement Officer or a Municipal Law Enforcement Officer under section 15.(1) of the Police Services Act RSO 1990 Chapter P-15 s 15 (1) or includes a Police Officer for the Province of Ontario.

2.5 "**Campground**" means a park which has been designated as a site which daytime or overnight camping is permitted.

2.6 "**City**" means the Municipal Corporation of the City of Kenora.

2.7 "**Control**" includes care and custody.

2.8 "**Council**" means the Council of the City of Kenora.

- 2.9 **“Designated Area”** means an area defined or constructed for a specific use, which may include signed conditions. The Parks Supervisor has the ability to designate area for specific uses as the need arises.
- 2.10 **“Designated Trail”** means a trail which has been designated by The City and includes; land dedicated to trail use, a posted map, signage, and the trail must be on municipal property or formal lease, and joint use agreement or reciprocal agreement.
- 2.11 **“Firearm”** means any gun or other firearm, air-gun, pellet gun, spring-gun, shotgun, cross-bow, long-bow, and any other barreled weapon from which any shot, bullet, missile or other projectile may be discharged.
- 2.12 **“Municipality”** means The Corporation of the City of Kenora.
- 2.13 **“Organized Sport or Activity”** means a sport, game or activity pre-planned by a group or organization whether or not formally constituted and whether or not the players or members wear uniforms
- 2.14 **“Park”** means land and land covered by water, and all portions thereof, owned by or made available by lease, agreement, or otherwise to the Municipality, that is or hereafter may be established, dedicated, set apart or made available for use as public open space, golf course or municipal cemetery, including any and all buildings, structures, facilities, erections and improvements located in or on such land, save and except where such land is governed by other by-laws of the Municipality.
- 2.15 **“Parking area”** means a part of the park that is designated and intended to park Motor Vehicles.
- 2.16 **“Permit”** means any written authorization of the various City Departments for rental of a specific park or parks.
- 2.17 **“Person”** means any corporation, firm, partnership, association, or registered company, as well as a natural person.
- 2.18 **“Post” or “Posted” or “Signed”** refers to the erection or presence of permissive, regulatory, restrictive, warning or prohibitive signs and “Posted area” means an area where such signs are erected.
- 2.19 **“Service Animal”** includes a guide dog or other trained Service Animal identifiable by a harness and used principally to assist persons with a visual, hearing or other impediment.

2.20 **"Trail"** means a multi-purpose thoroughfare controlled by The City including Designated Recreational Trails and set aside for use by pedestrians, cyclists and persons using wheeled conveyances, whether or not it is located in a Park, and includes any bridge or structure with which it is contiguous.

2.21 **"Vehicle"** means:

(i) cars, trucks, boats, all terrain vehicles, motorcycles, snowmobiles or other devices which are or may be propelled by a motor; and

(ii) trailers, campers, non-power boats or other devices which may be towed behind other vehicles; but

(iii) does not include Bicycles or mobility devices.

### **3. General**

3.1 Number/Gender: All words and personal pronouns relating to words contained in this By-Law shall be read and constructed with the number and gender of the person referred to in each case.

3.2 Headings: The headings of sections, paragraphs, clauses, and/or sentences in this By-Law are inserted for ease of reference only and do not affect the interpretation of this By-Law.

3.3 Severability: In the event that any of the provisions of this By-Law are deemed invalid or void, in whole or in part, by any court or tribunal of competent jurisdiction, the remaining terms and provisions shall remain in full force and effect.

3.4 Schedules: The schedules and/or attachments to this By-Law from an integral part of it.

3.5 Nothing in this By-Law shall be interpreted as reducing or eliminating the need for full compliance with the provisions of all applicable Federal and Provincial statutes and regulations relating to trails.

### **4. Scope**

4.1 This By-law shall apply to all Parks and Trail areas in the Municipality;

4.2 The Property & Planning Manager shall have overall charge and control of the operation of the parks areas.

- 4.3 The Parks Supervisor shall have general supervision and charge of the operation of the parks areas and all persons employed therein and all works of whatsoever nature carried out therein. The Parks Supervisor shall report to the Property & Planning Manager on all matters concerning parks areas.

**5. Conduct**

**5.1 Conduct**

While in a Park or Trail no person shall;

- 5.1.1 indulge in any riotous, boisterous, violent, threatening, or illegal conduct or use of profane or abusive language;
- 5.1.2 cast, throw, or in any way propel any object in such a manner as may or does endanger or cause injury or damage to any person or property;
- 5.1.3 create a nuisance by loitering, spying, accosting, frightening, annoying or otherwise disturbing other persons; or
- 5.1.4 create a nuisance or in any way interfere with the use and enjoyment of the Park or Trail by other persons; or
- 5.1.5 no person shall enter any portion of any washroom, bathhouse, or change room in any Park or Trail set apart for the opposite sex.

**5.2 Firearms**

While in a Park or Trail no person shall be in possession of or use any Firearm of any kind unless authorized by the Parks Supervisor.

**5.3 Firearms Exemption**

Exemption to the firearms includes the following;

- 5.3.1 By Law Enforcement Officer for the City of Kenora authorized and in the actual and bona fide performance of his or her duties,
- 5.3.2 A Police Officer when duly authorized and in the actual and bona fide performance of his or her duties,
- 5.3.3 A staff member of the Correctional Services of Canada,
- 5.3.4 An inspector or agent of the Ontario Society for the Prevention of Cruelty to Animals when duly authorized and in the actual and bona fide performance of his or her duties,

5.3.5 A Conservation Officer or a Deputy Conservation Officer of the Ministry of Natural Resources or person duly designated and authorized by the Ministry of Natural Resources for the Province of Ontario to manage nuisance bears under the provincial Bear Wise Program, and any other person authorized to enforce the Ontario *Fish and Wildlife Conservation Act*, R.S.O. 1997, or the *Firearms Act*, R.S.C. 1995, c.39.

#### 5.4 **Fireworks**

While in a Park, no person shall ignite, discharge or set off any fireworks except as a fireworks display authorized by the Council of the City of Kenora.

#### 5.5 **Injury and Damage**

While in a Park or Trail no person shall;

- 5.5.1 Climb any building, structure or equipment, unless it is equipment designed for climbing;
- 5.5.2 Destroy, or cut, mark, break, dig, pull up or burn or in any way damage, injure, remove or deface; any tree, flower bed, bush, shrub, plant, sod, grass or other vegetation, soil, sand, gravel or wood;
- 5.5.3 Destroy, or cut, mark, break, dig, pull up or burn or in any way damage, injure, remove or deface; any monument, bridge, wall, seat, bench, structure or any article of Park equipment thereof;
- 5.5.4 In any manner disturb ground which is under repair, prepared for planting, has been newly seeded or sodded or is an area Posted to that effect; or
- 5.5.5 Drive, park or walk in an area signed to prohibit same.

#### 5.6 **Waste and Pollution**

While in a Park or Trail no person shall;

- 5.6.1 Dispose or dump garbage, litter, tree trimmings, or like refuse, except that which is generated through the normal use of the Park and shall only deposit same in garbage receptacles provided for such purpose;
- 5.6.2 Dispose of or dump garden refuse;
- 5.6.3 Dump or drain onto any soils or into any waters of any pool, pond, lake, stream, fountain or watercourse of any kind of material, toxic or otherwise, which may have the effect of polluting same.

**5.7 Protection of Wildlife**

While in a Park or Trail no person shall;

- 5.7.1 kill, attempt to kill, trap, hunt, pursue or in any manner disturb any animal, bird, waterfowl, fish, worms or other wildlife;
- 5.7.2 fish, attempt to fish on a designated beach or docks on a designated beach area;
- 5.7.3 feed any waterfowl or wildlife.

**5.8 Encroachment**

- 5.8.1 Unless authorized by the City of Kenora, no person shall encroach upon or take possession of any Park by any means whatsoever, including the construction, installation or maintenance of any fence or structure, the dumping or storage of any materials or plantings, or planting, cultivating, grooming or landscaping thereon.
- 5.8.2 The By-law Enforcement Officer may, by notice in writing, order a person who creates, allows or contributes in any way to the existence or continuance of an encroachment to;
  - a. Stop the encroachment,
  - b. Demolish or remove the encroachment, or
  - c. Take any other measure specified in the notice to eliminate the encroachment or alter the nature of the encroachment within the time specified in the notice.
- 5.8.3 If a person fails or refuses to comply with an order directed to him by the Bylaw Enforcement Officer under this Section, the By-law Enforcement Officer or his designate may take any action necessary to carry out the order at the expense of the person in default, and the City may recover the expenses thereof with the costs, by action or in like manner as municipal taxes.

**5.9 Restricted Areas**

While in a Park or Trail, no person shall enter into an area in a Park or a Trail where it is posted to prohibit or restrict admission to the public.

**5.10 Alcohol**

- 5.10.1 While in a park no person shall consume, serve, display or sell alcoholic beverages unless in compliance with the alcohol policy of the Municipality and as authorized by a Rental Permit and with the approval of the Liquor Licence Board of Ontario.

5.10.2 No persons shall enter or remain in any park while intoxicated.

## **6. PARK USE**

### **6.1 Campfires and Barbeques**

While in a Park or Trail no person shall;

6.1.1 light, build or stoke a fire or bonfire unless in a designated area or pit within a campground;

6.1.2 use a portable barbeque unless posted to allow same or in a designated campground;

6.1.3 use fuel other than charcoal or briquettes in a barbeque provided by the Municipality; or

6.1.4 leave a fire unattended or leave the site of the fire before the fire is completely extinguished.

### **6.2 Organized Gatherings and Picnics**

While in a Park or Trail no person shall;

6.2.1 hold an organized gathering or event without obtaining a Parks Rental Permit;

6.2.2 Interfere with an organized gathering or event authorized by a Parks Rental Permit.

### **6.3 Amplifiers and Loud Speakers**

While in a Park or Trail no person shall;

6.3.1 operate loud speakers or sound amplifying equipment unless authorized by a Parks Rental Permit;

6.3.2 operate, or use, any radio, tape player, compact disc player, car radio, or any other sound reproducing system in a manner which disturbs or interferes with other persons in or near a Park or Trail.

### **6.4 Camping and Lodging**

Unless in a designated Park (Campground) which allows camping, no persons shall dwell, camp, or lodge in a Park that is not designated as a Camp Ground.

### **6.5 Tents and Structures**

Unless authorized by Parks Rental Permit, no person shall place, install or erect any temporary or permanent tent or structure in any Park or Trail.

**7. ORGANIZED GAMES AND ACTIVITIES**

**7.1 Organized Sports or Activities**

While in a Park or Trail no person shall;

7.1.1 Arrange or engage in an Organized Sport or Activity, except in a Designated Area which has been Posted; or

7.1.2 Interfere with any Organized Sport or Activity occurring within a Designated Area.

**7.2 Golfing and Archery**

While in a Park or Trail, no person shall play or practice golf or archery except in a Designated Area.

**7.3 Model Aircraft and Rockets**

While in a Park or Trail, no person shall operate any powered model of aircraft, rockets or Vehicles unless authorized is given by the City of Kenora to do so.

**7.4 Skiing, Tobogganing and Sledding**

No person shall ski, toboggan, snowboard, skibob or sled in any area in any Park signed to prohibit same.

**7.5 Roller Skates and Skateboards**

While in a Park or Trail, no person shall;

7.5.1 Operate or utilize skateboards, roller skates or in-line roller skates or like conveyances where signed to prohibit or otherwise restrict the use of the same;

7.5.2 Obstruct, inconvenience or endanger other users of the Park while operating or utilizing skateboards, roller skates, in-line roller skates or like conveyances.

**7.6 Tennis**

No person shall enter, walk or play upon a Designated Area for tennis in Park except in accordance with the Posted rules and regulations.

**8. VEHICLES**

**8.1 Roadways**

8.1.1 The Council of the City of Kenora is authorized to establish appropriate rules to regulate the use of Park roadways;



8.1.2 Except as provided in respect to section 8.4 with respect to Bicycles, no person shall while in a Park drive, operate, pull or ride any Vehicles except on a roadway or parking area.

## 8.2 **Vehicle - Parking**

While in a Park or Trail no person shall;

8.2.1 park or leave a Vehicle except in a Designated Area for parking;

8.2.2 park or leave a Vehicle between the hours during which a Park is closed, as set out in Section 11.2, except in a Designated Area allowing for such overnight parking;

8.2.3 stop or park a Vehicle in a Designated Area for parking, except in a parking space and in accordance with signed conditions;

8.2.4 stop or park a Vehicle in a designated disabled parking space, unless a disabled person parking Permit issued in accordance with the provisions of the Highway Traffic Act, R.S.O. 1990 c.H.8, as may be amended from time to time, is properly displayed on or in the Vehicle;

8.2.5 use any parking space except while using the Park or Trail;

8.2.6 park in a designated fire route.

## 8.3 **Vehicle - Other activities**

No person shall make use of any roadway or Designated Area for parking in any Park for;

8.3.1 Washing, cleaning, servicing, maintaining or, except in the event of an emergency, the repair of any Vehicle;

8.3.2 Instructing, teaching or coaching any person in the driving or operation of a Motor Vehicle, unless written permission is granted by the Parks Supervisor or;

8.3.3 Playing of any games and/or sports.

## 8.4 **Vehicle - Bicycles**

While in any Park or Trail, no person shall;

8.4.1 ride, operate or be in possession of any Bicycle where signed to prohibit same, or

8.4.2 obstruct, inconvenience or endanger other users of the Park while riding or operating a Bicycle.

**8.5 Vehicles – All Terrain Vehicle**

No person shall ride, drive or be in the possession or control of an all terrain vehicle in any Park or Trail except in a Designated Area.

**9. ANIMALS**

**9.1 Animals**

Unless authorized in writing by the Parks Supervisor, all animals (including horses and ponies) are prohibited in all Parks, EXCEPT domestic dogs and cats.

**9.2 Domesticated Animals**

Unless posted otherwise or authorized in writing by the Parks Supervisor; domesticated animals (which includes dogs and cats) are prohibited from all beach areas, sports fields (which include ball fields), playgrounds areas, gardens, landscaped areas or other areas signed to prohibit same and/or disturb any wildlife or damage any Park resources.

**9.3 Care & Control**

Domesticated animals (which include dogs and cats) must be in the care and control of the owner and leashed at all times on all trails and designated park areas.

**9.4 Service Animals**

Persons reliant on a Service Animal are allowed on all Park areas (which includes, beaches, sports fields, play ground areas).

**9.5 Leash and Excrement**

While in a Park or trail, every person as owner or person having Control of any dog, or cat or other domesticated animal shall;

9.5.1 ensure that he/she is on a leash or chain not exceeding two (2) meters in length;

9.5.2 pickup and remove forthwith excrement left by a dog, or cat or other domesticated animal and dispose of it in a sanitary manner in a receptacle for doggy litter or in some other suitable container;

9.5.3 The provisions of section 9.5.1 and 9.5.2 do not apply to a person who has Control of a Service Animal where it is being used to aid a person with visual, hearing or other impediment.

**9.6 Danger Animals**

No person, as owner or person having control of a dog or cat or other domesticated animal, shall bring in or permit such dog, or cat or other domesticated animal to enter any Park if he/she may or does constitute a danger or frightens other Park users. This applies if the owner or control person has previously been advised by a police officer, provincial offences officer, municipal law enforcement officer or employee of the Municipality designated by Council to administer this By-law to not bring the dog, or cat or other domesticated animal into a Park. This also applies if the owner or control person has been convicted of an offence related to the conduct of the dog or cat or domesticated animal under the Dog Owners' Liability Act, R.S.O. 1990, c.D.16 of this By-law or any other municipal by-law.

**9.7 Animal Control By-Law**

The provisions of the Animal Control By-law shall apply, as will all necessary modifications, to dogs participating in a dog show, competition or training class or special event.

**10. COMMERCIAL ENTERPRISES**

**10.1 Merchandise for Sale**

While in a Park or Trail, unless authorized by License, no person shall, sell or offer or display for sale;

10.1.1 any food, drink or refreshment;

10.1.2 any goods, wares, merchandise or articles including promotional material, souvenirs or novelties;

10.1.3 any flowers, fruits or vegetables;

10.1.4 any art, skill service or work.

**10.2 Business Solicitation**

While in a Park or Trail, unless authorized by License, no person shall, practice, carry on, conduct or solicit for any trade, occupation, business, profession or charity.

**10.3 Circulars and Advertisement**

Unless placed on an existing event board, no person shall;

10.3.1 post, nail, attach, stencil or otherwise fasten or erect any Poster, sign, notice, placard or other circular, bill, advertisement or paper to any Park or Trail property.

## **11. HOURS**

### **11.1 Seasonal Hours**

All parks are open from May 1<sup>st</sup> until November 1<sup>st</sup> annually; unless signed differently.

### **11.2 Daily Hours of Operation**

All parks shall close at 11:00 p.m. and shall remain closed until 8:00 a.m. the following morning, from May 1<sup>st</sup> until November 1<sup>st</sup> annually, unless signed differently.

### **11.3 Parks Closure Dates**

All usage of any infrastructure within the Parks is prohibited between November 1<sup>st</sup> until May 1<sup>st</sup> annually unless signed differently.

### **11.4 Non-use of Park during Closure Hours**

No person shall be or remain in a Park after the closing hour or before the opening hour.

## **12. REGULATION AND ENFORCEMENT**

### **12.1 Parks Rental Permits**

Parks Rental Permits issued for activities contemplated in the By-law may be subject to such fees as Council shall from time to time establish by the Tariff of Fees By-law.

### **12.2 Parks Rental Permits - Conditions**

Parks Rental Permits issued for activities contemplated in this By-law may include conditions as to time, location, area, equipment, number of participants, type of activities, release, indemnity and insurance coverage.

### **12.3 Parks Rental Permits – Additional Services**

Parks Rental Permit holders requiring additional services that are above the regular services provided in Parks may be subject to additional fees for such services as Council shall from time to time establish by By-law.

### **12.4 Parks Rental Permits – Other Licences**

The issuance of a Parks Rental Permit pursuant to the By-law shall not relive any person from the necessity of acquiring any other license or Permit required for such activity by any government or public authority.

## 12.5 **Parks Rental Permits – Regulatory Approvals**

Parks Rental Permit holders requiring assistance in obtaining regulatory approvals may be subject to such fees as Council shall from time to time establish by By-law.

## 12.6 **Parks Rental Permits – Authorization**

The authority to issue Parks Rental Permits referred to in this By-law is delegated to the Parks Department, Recreation Department or his or her designate or specific Contractors for specific Parks.

## 12.7 **Exclusions and Exemptions**

This By-law shall not apply to;

- 12.7.1 the drivers, operators or other personnel of ambulances, police or fire department Vehicles; or
- 12.7.2 employees, agents, designates or By-Law Enforcement Officers of the Municipality while engaged in works or services undertaken for or on behalf of the Municipality.
- 12.7.3 council may upon an application from any person, authorize minor variances from this By-law, if in the opinion of Council the general intent and purpose of the By-law are maintained.

## 12.8 **Authorization for Enforcement**

A police officer, provincial offences officer, by-law enforcement officer or employee of the Municipality designated by Council to administer this By-law is authorized to inform any person of the provisions of this By-law and to request compliance therewith.

## 12.9 **Enforcement – Desist/Leave/Remove**

A police officer, provincial offences officer, or by-law enforcement officer is authorized to administer this By-law is authorized to order any person believed by such officer or employee to be contravening or who has contravened any provision of this By-law;

- 12.9.1 to desist from the activity constituting or contributing to such contravention;
- 12.9.2 to remove from the Park any animal or thing owned by or in the Control of such person which the officer or employee believes is or was involved in such contravention; or
- 12.9.3 to leave the Park.

**12.10 Enforcement – Officers**

A police officer, provincial offences officer, or by-law enforcement officer may enforce the provisions of this By-law.

**12.11 Enforcement – Permit/Licence - Revoke**

Where any person contravenes any provisions of this By-law or any person in a group to which a Parks Rental Permit under/or licence has been issued, or fails to comply with an order referred to in section 12.9 hereof, the Permit and/or licence of such person or group to remain in that Park shall be revoked by a By-law Enforcement Officer or Parks Supervisor or designate.

**12.12 Penalties**

Any person contravening any of the provisions of this By-law, other than section 8.2.4 is guilty of an offence and on conviction is liable to a fine is such amount provided by the Provincial Offences Act R.S.O. 1990, c. P 33, as may be amended from time to time.

**12.13 Parking Fines**

Any person contravening a provision contained in section 8.2. of this By-law shall be deemed to have contravened the applicable by-law of the Municipality and the contravention shall be enforced under said By-law.

**13. EFFECTIVE DATE**

This By-law shall come into force and effect on the date it is enacted by Council.

**14. FINES – Schedule A**

## CITY OF KENORA

## PART 1 – PROVINCIAL OFFENCES ACT

## SET FINE SCHEDULE "A" TO BY-LAW \_\_\_\_\_

ITEM	COLUMN 1 Short Form Wording	COLUMN 2 Offence creating provision or defining offence	COLUMN 3 Set Fines (Including Costs)
	CONDUCT		
1.	Public nuisance in a park or trail	Section 5.1.1, 5.1.2, 5.1.3, 5.1.4, 6.2.2, 6.3.2, 7.1.2, 7.5.2, 8.4.2	\$100.00
2.	Casting dangerous objects	Section 5.1.2	\$250.00
3.	Obstructing free use or enjoyment of the park	Section 5.1.4	\$100.00
4.	Enter washroom of the opposite sex	Section 5.1.5	\$100.00
	FIREARMS		
5.	Possession or discharging of firearms or torpedo, rocket, air gun or bow and arrow	Section 5.2	\$250.00
	FIREWORKS		
6.	Ignite, discharge or set off fireworks without authorization by City of Kenora	Section 5.4	\$250.00
	INJURY and DAMAGE		
7.	Climbing building, structure or equipment not designed for climbing.	Section 5.5.1	\$100.00
8.	Damage any vegetation	Section 5.5.2	\$100.00
9.	Damage any monument, bridge, wall, seat, bench or parks equipment or structures	Section 5.5.3	\$200.00
10.	Disturb ground that is under repair.	Section 5.5.4	\$200.00
11.	Drive, park or walk in a prohibited area.	Section 5.5.5	\$100.00
	WASTE and POLLUTION		
12.	Dump personal garbage, litter, tree trimmings or refuse in park area.	Section 5.6.1	\$250.00
13.	Dump garden refuse in park area.	Section 5.6.2	\$250.00
14.	Dump or drain any material (toxic or otherwise) to pollute waters within the parks area.	Section 5.6.3	\$500.00
	PROTECTION OF WILDLIFE		
15.	Kill, trap or hunt any animal within the parks areas.	Section 5.7.1	\$500.00
16.	Fish or attempt to fish in beach area.	Section 5.7.2	\$100.00
17.	Feed any waterfowl or wildlife.	Section 5.7.3	\$300.00

	ENCROACHMENT		
18.	Encroachment or possession of any park area.	Section 5.8.1	\$250.00
	RESTRICTED AREAS		
19.	Entering into an area in Park or Trail where admission restricted.	Section 5.9	\$100.00
	ALCOHOL		
20.	Consume alcohol in any park area without permit.	Section 5.10.1	\$100.00
21.	Enter park while intoxicated.	Section 5.10.2	\$100.00
	CAMPFIRES and BARBEQUES		
22.	Start fire in parks or trails.	Section 6.1.1	\$100.00
23.	Use of portable barbeque in undesignated area.	Section 6.1.2, 6.1.3	\$100.00
24.	Leave fire unattended or not completely extinguished.	Section 6.1.4	\$150.00
	ORGANIZED GATHERINGS & PICNICS		
25.	Hold organized picnic or organized event without Parks Rental Permit.	Section 6.2.1	\$100.00
	AMPLIFIERS and LOUD SPEAKERS		
26.	Operating loud speakers or sound amplifying equipment without Parks Rental Permit.	Section 6.3.1	\$50.00
	CAMPING and LODGING		
27.	Dwell, camp or lodge in a park.	Section 6.4	\$50.00
	TENTS and STRUCTURES		
28.	Install or erect tent or structure in park without Parks Rental Permit.	Section 6.5	\$100.00
	ORGANIZED SPORTS & ACTIVITIES		
29.	Participation in organized sport outside designated posted area.	Section 7.1.1	\$50.00
	GOLFING and ARCHERY		
30.	Play or practice golf or archery in a non-designated area.	Section 7.2	\$200.00
	MODEL AIRCRAFT & ROCKETS		
31.	Operating powered model aircraft, rockets or vehicles without authorization by City of Kenora.	Section 7.3	\$150.00
	SKIING, TOBOGGANING & SLEDDING		
32.	Skiing, tobogganing, snowboarding, ski bobbing, or sledding in a prohibited area.	Section 7.4	\$50.00
	ROLLER SKATES & SKATE BOARDS		
33.	Operate or utilize roller skates, in-line skates or skate boards outside of designated area.	Section 7.5.1	\$50.00
	TENNIS		
34.	Use of Tennis court area other than for tennis in contravention of signed rules	Section 7.6	\$50.00



	VEHICLES - ROADWAYS		
35.	Operating or parking a vehicle other than on a roadway or parking area or posted area.	Section 8.1.1, 8.1.2, 8.2.1, 8.2.3, 8.2.4, 8.2.5, 8.2.6	\$250.00
	VEHICLES - PARKING		
36.	Parking a vehicle when park is closed - 11 p.m. - 8 a.m.	Section 8.2.2	\$100.00
	VEHICLES - OTHER ACTIVITIES		
37.	Washing, cleaning, and servicing a vehicle within the parking areas of parks without authorization.	Section 8.3.1	\$50.00
38.	Playing games or sports in the parking area of parks.	Section 8.3.2	\$50.00
	VEHICLES - BICYCLES		
39.	Operate bicycle in prohibited area.	Section 8.4.1	\$50.00
	VEHICLES - MOTORIZED RECREATION VEHICLES		
40.	Operating motorized all terrain vehicle in prohibited, signed area.	Section 8.5	\$250.00
	ANIMALS		
41.	Brought animal into park other than domestic dogs and cats without authorization by Parks Supervisor.	Section 9.1	\$50.00
42.	Brought domesticated animal to beach areas, sports fields, playground areas, gardens or landscaped area without authorization by Parks Supervisor.	Section 9.2	\$250.00
43.	Failure to leash domesticated animal on trails, park areas and cemetery roads.	Section 9.3, 9.5.1	\$100.00
44.	Failure to remove excrement left by a domesticated animal.	Section 9.5.2	\$100.00
45.	Brought dangerous animal that has been convicted of an offence into a park area.	Section 9.6	\$250.00
	COMMERCIAL ENTERPRISES		
46.	Selling of food, drink or refreshment, goods, wares or merchandise, flowers, fruits & vegetables art or service for work without a Licence.	10.1.1, 10.1.2, 10.1.3, 10.1.4	\$100.00
47.	Conducting a business in a Park or Trail without a Licence.	10.2	\$100.00
48.	Post, nail, attach any poster, sign placard or other circular bill/advertisement other than on an event board.	10.3.1, 10.3.2	\$100.00
	HOURS		
49.	Enter or remain in park after designated hours of operation.	11.2, 11.4	\$100.00

NOTE: The penalty provision for the offences indicated above is Section\_\_\_\_\_ of By-law

\_\_\_\_\_, a certified copy of which has been filed.



**March 2, 2015**

## **City Council Committee Report**

**TO: Mayor and Council**

**FR: Barbara A. Manson, Parks Supervisor  
John Nabb, Facilities Supervisor  
Charlotte Caron, Manager of Property and Planning**

**RE: Parks – Coney Island Contract Extension**

### **Recommendation:**

That Council approves extending the Coney Island Park Contract with Jennifer Schott in the amount of \$13,560.00 for the year 2015; and further

That Council gives three readings to a by-law to authorize a one year extension to the current contract with Jennifer Schott.

### **Background:**

Jennifer Schott was awarded the Operation and Maintenance Contract for the Coney Island Park and Store for 2012-2104 inclusive. Current contract attached. The conditions of the contract have been fulfilled. The contractor has performed well throughout the three year period and is willing to complete an additional year for the same price as bid for the 2012-2014 period. This report is submitted to comply with City of Kenora Policy FI-01-01.

**Budget:** Operational Budget

### **Communication Plan/Notice By-law Requirements:**

Charlotte Edie, Treasurer  
Charlotte Caron, Property & Planning Manager  
John Nabb, Parks/Facilities Supervisor  
Jennifer Schott

### **Strategic Plan or Other Guiding Document:**

City of Kenora Strategic Plan – 2015-2020  
Promote Recreation & Healthy Lifestyles  
Expand Tourism  
Promote Kenora as a 365 day life-style destination  
Promote and leverage recreation and leisure amenities  
Support Kenora's "North America's Premier Boating Destination" brand  
Support, promote and expand the tourism industry

**OPERATION AND MAINTENANCE CONTRACT  
CONEY ISLAND PARK AND STORE  
2012 - 2014**

**BID FORM**

**TENDER BID PRICE:**

The undersigned has examined the Tender Documents and the sites of the work and has ascertained all necessary particulars with regard to the work and upon acceptance of this Tender shall enter into an Agreement, for the performance of the work at the tendered prices stated below. It is understood that the Administrative Conditions, Contract Tender, Schedules, Undertaking to Comply and any written supplementary instructions that may be made by the City to ensure satisfactory completion are all part of the Tender.

**3.0 State Days of Week and Hours of Operation for Concession Stand:**

7 Days a week 11-6

Yearly Operation and Maintenance for Coney Island Park 2012 season.

Tender amount \$ 12000 plus HST \$ 1560 for a total of \$ 13560

Yearly Operation and Maintenance for Coney Island Park 2013 season.

Tender amount \$ 12000 plus HST \$ 1560 for a total of \$ 13560

Yearly Operation and Maintenance for Coney Island Park 2014 season.

Tender amount \$ 12000 plus HST \$ 1560 for a total of \$ 13560

TOTAL CONTRACT AMOUNT \$ 36000 + HST \$ 4680.00

**4.0 ADDENDA:**

I/We acknowledge that I/We have received Addendum Number(s) \_\_\_\_\_ to \_\_\_\_\_ inclusive, should such addenda be issued, and that the tendered prices include the provision(s) set out in such addenda.

**5.0 Acknowledgement:**

I/We have read and understand the terms and conditions of this tender and legal Agreement and offer the services in accordance with the terms and conditions for the period May 14 to September 15, 2012, 2013 & 2014.

It is agreed that the City will make payment to the Contractor in five payments each equal to one-fifth of the total yearly contract price at the end of May, June, July, August and September for completed work.

Company Name (Print): Jennifer Schott

Address: 5 Kenneth St

Email address: j.schott2@shaw.ca

Telephone: 807-548-2395 Fax: \_\_\_\_\_

Contact Name: Jennifer Schott

Signature of Company Official: J Schott

Date: Nov 3/2011



February 18, 2015

## City Council Committee Report

**To: Mayor & Council**

**Fr: Barbara A. Manson, Parks Supervisor  
Charlotte Caron, Property & Planning Manager**

**Re: Garden & Shrub Bed Maintenance Contract**

**Recommendation:**

That the following quotation be received for the, supply and planting of 2,000 dozen bedding plants, and the maintenance of City of Kenora shrub beds and gardens for a period of three years (2015, 2016 & 2017):

Debbie's Greenhouse	\$441,540.00 + GST (Annually - \$147,180.00 + GST); and further
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That the quotation from Debbie's Greenhouse in the amount of \$441,540.00+ G.S.T. be accepted for the 2015-2017 Garden & Shrub Bed Maintenance Contract; and further

That the Mayor and Clerk be authorized to enter into a contract with Debbie's Greenhouse, which the quote will form the contract; and further

That three readings be given to a by-law for this purpose.

**Background:**

The Bedding Contract is a three year contract encompassing 2015, 2016 & 2017. This contract includes: supply and planting of 2,000 bedding plants (including perennials), watering, weeding, fertilizing and garden maintenance. As well all shrub bed maintenance, including weed removal. The contracted areas include: Harbourfront Park, Green Belt, McLeod Park, Lake of the Woods Plaza, Beatty Park, Museum & Memorial Park, Kenora Recreation Centre, Discovery Centre, Planters, Keewatin Medical Centre, Kenora Library, City Hall, Anicinabe Park, Jaffray Melick Lookout, Jack Robinson Park, Airport Triangle, Operations Building, Keewatin sign, Lake of the Woods Cemetery, Airport Triangle, and Portage Bay Recreation Area.

The bid comparisons were as follows:

	<u>2003-2005</u>	<u>2006-2008</u>	<u>2009-2011</u>	<u>2012-2014</u>	<u>2015-2017</u>
Gould's Nursery	\$442,830	\$452,400	No Bid	No Bid	No Bid
Lori Gray Horticulture	295,260	253,800	*259,500	*266,500	No Bid
Sunset Country	237,421	*249,950	No Bid	No Bid	No Bid
Debbie's Greenhouse	*124,000	356,295	265,500	313,500	*471,540 *441,540

After a meeting and discussion with Debbie's Greenhouse, they agreed to reduce their bid to \$441,540.00. Annually this will be \$147,180.00. Please see attached Garden & Shrub Bed Maintenance tender and original bid and reduced bid from Debbie's Greenhouse.

**Budget:**

Operational Budget

**Communication Plan/Notice By-law Requirements:**

Charlotte Caron, Property & Planning Manager

John Nabb, Facilities Supervisor

Debbie's Greenhouse

Lauren D'Agris, Finance Manager

**Strategic Plan or Other Guiding Document:**

City of Kenora Strategic Plan – 2015-2020

LOW Development Commission – 2014 Strategic Plan

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**SUPPLY, DELIVERY & PLANTING OF BEDDING PLANTS & GARDEN & SHRUB  
BED MAINTENANCE**

**SEALED TENDERS** for the Supply, Delivery and Planting of **2,000 dozen Bedding Plants, 6 Hanging Baskets and garden maintenance and shrub maintenance** for the City of Kenora will be received up to and not later than:

**11 a.m.  
Thursday, November 6, 2014**

After which time they will be publicly opened at the Kenora Council Chambers at One Main Street South, Kenora, Ontario.

The Tender Document may be obtained from the Municipal Office, 1 Main Street South, Kenora.

Tenders shall be submitted in a sealed envelope, clearly marked "**TENDER – GARDEN & SHRUB BED MAINTENANCE**", and delivered to:

Heather Kasprick  
City Clerk  
City of Kenora  
One Main Street South  
KENORA, ON P9N 3X2

**For additional information, please call Barb Manson, Parks Supervisor at 467-2044.**

The lowest or any tender not necessarily accepted. The City reserves the right to reject any or all bids, waive irregularities and formalities therein, and to award the tender bid in the best interest of the City of Kenora.

All tenders received become the property of the City of Kenora and as such are subject to the Freedom of Information and Protection of Privacy Act.

**GENERAL ADMINISTRATIVE CONDITIONS**

1. All prices must be clearly indicated extended and totaled for the **supply, delivery, and maintenance of 2,000 dozen bedding plants, 6 hanging baskets and maintenance of shrub and flower beds and** and will be used in evaluating the bid.
2. Tenders must not be restricted by a statement added to the tender. Conditional bids will not be accepted.
3. Receipt of or adjustment to the tender by telephone, facsimile, telegram or telex will not be accepted.
4. In order to revise a bid, the contractor must withdraw or supersede his bid with a revised submission prior to the specified closing date and time.
5. The person signing on behalf of the organization submitting the bid must initial erasures, overwriting or strikeouts.
6. Tender submissions will constitute a Working Agreement and if successful will constitute an Agreement.
7. Prices are open for acceptance by the City of Kenora for sixty (60) calendar days from the tender closing date.
8. The lowest or any tender not necessarily accepted. The City reserves the right to eject any or all bids, to waive irregularities and formalities therein, and to award the tender bid in the best interest of the City of Kenora.
9. The tender name, closing date of the tender, Contractor's name and address and the address of the City of Kenora must be clearly indicated on all tender envelopes submitted.
10. All tenders must be complete, legible and signed in ink by an authorized company official. All details must be typed or written in ink and be submitted on the forms provided. If a lengthy description is necessary, separate sheet(s), with the tender name affixed, should be attached and these will be considered part of the tender.
11. Should a Contractor find discrepancies or omissions from the document prior to the closing date, the City of Kenora is to be contacted as soon as possible in order that a written instruction or an addendum can be issued to each bidder.
12. Contractors must include all applicable taxes.
13. The Contractor shall submit prices for all the works as defined in Section 3 – Tender Bid Price.



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**GENERAL ADMINISTRATIVE CONDITIONS**

14. No Contract shall be awarded to any Contractor who in the judgement of the City of Kenora is not a responsible Contractor or does not have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract. If the successful contractor does not have the required equipment or staff at the time of being awarded the tender, 14 days will be granted to put such equipment and staff in place to the satisfaction of the City of Kenora. If the time frame is not met, then the City of Kenora can terminate the awarding of the contract to the successful contractor and award to another contractor or retender.
15. All tenders submitted to the City of Kenora become the property of the City and as such are subject to the Freedom and Protection of Privacy Act.
16. The successful contractor shall submit a Certificate of Liability Insurance, with a minimum amount of five million dollars coverage, naming the City of Kenora as an additional insured, and prior to the commencement of the project. **A valid W.S.I.B. (Worker's Safety Insurance Board), Certificate of Clearance is to be provided prior to start date and every 60 days after start date. Compliance is required.**
17. The contractor must adhere to and comply with the City of Kenora Health & Safety Policy, a copy of which is attached to the tender document (see Schedule "C"). The successful Contractor must fill out and adhere to the following checklists and forms (see Schedule "D"): **Pre-Qualification Checklist, Undertaking to Comply, Indemnification Agreement and Fairness is a Two Way Street.**
18. City of Kenora reserves the right to cancel this contract at any time if it believes the successful Contractor is not fulfilling the terms of the contract. Depending on the terms of the contract not being filled, the City will give only two notices of the unfulfilled term(s), after two the contract will be terminated. The contractor will have five days to remove all of his/her furniture, equipment from buildings and grounds.
19. The City of Kenora will use City crews or another contractor to complete any work that the City deems is required to meet the minimum standards of the contract and the costs for such work will be deducted from payments owed to the successful Contractor.
20. The General Conditions form part of this contract.

**END OF GENERAL CONDITIONS**

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**SCOPE OF WORK - GARDEN & SHRUB BED MAINTENANCE CONTRACT  
TENDER 2015 - 2017**

## 1. GENERAL SPECIFICATIONS:

## 1.1 WORKS

The undersigned hereby submits the following Tender and, if accepted, agrees to supply all labour, bedding plants, materials (except those specified as supplied by the City), equipment and services necessary for the execution and completion to the City's satisfaction the work as shown in the Agreement or herein specified and further agree to complete all for the consideration specified.

The Contractor will maintain the following defined areas as indicated on Schedule A including flower beds, shrubbery, and trees for the period from April 15 to October 15, 2015, 2016, and 2017 and agrees to:

- A) Rake and remove dead grass, weeds and flowers from the areas (garden & shrub beds) before planting of flowers and/or shrubs. Perennials and shrubs are trimmed and in good condition and weeded regularly. With prior approval and inspection from the City of Kenora, dead or damaged shrubs may be replaced by the contractor or the City of Kenora.
- B) Rotor-till and/or dig by hand, in the spring all gardens before planting flowers or shrubs and apply a slow-release granular fertilizer. Amount applicable to the size of the garden. Apply new soil (supplied by the City) as required with pre-approval from the City of Kenora. Till before planting in June.
- C) Flowers should be mature and ready for planting by June 1<sup>st</sup>. Plant flowers and shrubs early in June with planting to be completed by June 12<sup>th</sup> (weather dependent). Two thousand (2,000) dozen flowers to be supplied by the Contractor. Total flowers to consist of 98% annuals and 2% of total cost of flowers to consist of Perennials, grasses & other decorative plants (e.g. decorative cabbage etc.) each year of the contract. The annuals can be designated to a specific area or garden, upon City of Kenora approval. It is the responsibility of the Contractor to provide acceptable flower arrangements and in locations identified in this contract, as approved by the City of Kenora.
- D) The supply, installation and maintenance of six (6) hanging baskets (plantings in basket to be pre-approved by City) along the Greenbelt area. The maintenance includes daily watering, dead heading as required and fertilizing as required.
- E) A detailed report on all plants planted (including numbers and areas planted) to be submitted to the City of Kenora's Parks Supervisor two weeks after planting.

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**SCOPE OF WORK - GARDEN MAINTENANCE CONTRACT TENDER 2015 - 2017**

- F) Water flower beds daily or as required. Weed flowerbeds and shrub beds weekly or as required. Prune shrubbery in the spring or in the fall as required.
  - G) At all gardens, ensure water-soluble fertilization is done every two weeks. Deadheading to be done weekly or as required.
  - H) The following Pest Management best practices are to be used. The City of Kenora uses an approach to pest control that utilizes regular monitoring. This approach employs physical, mechanical and cultural treatments to keep pest numbers low enough to prevent unacceptable damage or annoyance to properties. The least disruptive treatments to natural controls and least hazardous to human health and the environment will be exhausted. The City of Kenora does not use any chemical treatments. Any and all approaches to be pre-approved, in writing, by the Parks Supervisor.
  - I) All refuse and garbage and garden waste from those areas pertaining to the shrub and garden beds is to be brought to the Waste Transfer Facility and tipping fees will be the responsibility of the Contractor.
  - J) Remove annuals from flowerbeds by October 15<sup>th</sup> and till gardens.
  - K) It is the Contractor's responsibility to replace any flowers which are damaged due to theft, frost or vandalism, up to 2% of the 2,000 dozen flowers.
2. **LOCATIONS AND AREAS:** (see attached Schedule "A" & "B" for breakdown of locations, shrub beds, flower beds, planters, tree wells and water sources).
- 2.1 Bedding gardens consist of the following areas:  
(See Schedule "A")  
Portage Bay Recreation Area  
Keewatin Sign  
Keewatin Medical Centre  
Planters - Keewatin  
Beatty Park  
Discovery Centre  
McLeod Park  
Harbourfront  
Lake of the Woods Plaza  
Memorial/Museum Park  
Kenora Public Library  
Anicinabe Park  
Kenora Recreation Centre  
Planters - Veteran's Drive  
Planters - Harbourfront  
Operations Building  
Lake of the Woods Cemetery

**SCOPE OF WORK - GARDEN MAINTENANCE CONTRACT  
TENDER 2015 – 2017**

Bedding gardens consist of the following areas cont'd:

Jaffray Melick Lookout

Jack Robinson Park

Airport Road Triangle

2.2. Planters include:

Keewatin: 6-Beatty Park, 6 - Maples and Bay Terrace, 3 – Keewatin Library, 2 – Medical Centre and 2 – Keewatin Central Park.

Kenora: 3 – Harbourfront, 21 – Veteran's Drive and 10 – Lake of the Woods Cemetery, 6 - Anicinabe Park.

2.4 Tree Wells – 43 on the Harbourfront area

2.5 6 Hanging Baskets – Greenbelt

**\*Please Note: Watering is the responsibility of the Contractor if there is not a water source available or if the water source is not functional (eg. in need of repair).**

**END OF SCOPE OF WORK**

**BID FORM**

**3. TENDER BID PRICE:**

The undersigned has examined the Tender Documents and the sites of the work and has ascertained all necessary particulars with regard to the work and upon acceptance of this Tender shall enter into an Agreement, for the performance of the work at the tendered prices stated below. It is understood that the Administrative Conditions, Contract Tender, and Schedules and any written supplementary instructions that may be made by the City of Kenora to ensure satisfactory completion are all part of the Tender.

3.1 Planting & Maintenance of Garden & Shrub Beds

	2015	2016	2017
	\$ _____	\$ _____	\$ _____
H.S.T.	_____	_____	_____
TOTAL:	\$ _____	\$ _____	\$ _____

3.2 Supply and Delivery of  
2,000 Dozen Bedding Plants

	2015	2016	2017
	\$ _____	\$ _____	\$ _____
H.S.T.	_____	_____	_____
TOTAL:	\$ _____	\$ _____	\$ _____

3.3 Supply, Installation & Maintenance of  
6 Hanging Baskets - Greenbelt

	2015	2016	2017
	\$ _____	\$ _____	\$ _____
H.S.T.	_____	_____	_____
TOTAL:	\$ _____	\$ _____	\$ _____

TOTAL COST OF TENDER FOR THREE YEARS:  
\$ \_\_\_\_\_ + HST \_\_\_\_\_

**4. ACKNOWLEDGEMENT:**

The Contractor has read and understands the terms and conditions of this tender and legal agreement and offers the services for the provisions of Delivery and Planting of Bedding plants, garden maintenance and tree and shrub maintenance, in accordance with the terms and conditions for the period April 15 to October 15, 2015, 2016 and 2017.

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**BID FORM**

It is agreed that the City of Kenora will make payment to the Contractor in: Seven payments each equal to one-seventh of the yearly contract price, payable at the end of April, May, June, July, August, September and October of each year.

The annual contract price for the Supply and Delivery of 2,000 dozen bedding plants will be paid after installation of the plants each year.

**Company Name: (Print):** \_\_\_\_\_

**Address:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**Contact Name:** \_\_\_\_\_

**Signature of Company Official:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**END OF BID FORM**

**SCHEDULE "A"**

**CITY OF KENORA  
GARDEN LOCATIONS, SIZES & WATER SOURCES**

**SCHEDULE "B"**

**CITY OF KENORA  
MAP OF GARDEN AREAS**



**SCHEDULE "C"**

**CITY OF KENORA  
HEALTH & SAFETY POLICY**

**&**

**HEALTH & SAFETY RESPONSIBILITIES FOR CONTRACTORS**

**SCHEDULE "D"**

**CITY OF KENORA  
APPLICABLE FORMS**

- **Pre-Qualification Checklist**
- **Undertaking to Comply**
- **Indemnification Agreement**
- **Fairness is a Two-Way Street**

**CITY OF KENORA GARDEN & SHRUB BED MAINTENANCE**

**BID FORM**

**3. TENDER BID PRICE:**

The undersigned has examined the Tender Documents and the sites of the work and has ascertained all necessary particulars with regard to the work and upon acceptance of this Tender shall enter into an Agreement, for the performance of the work at the tendered prices stated below. It is understood that the Administrative Conditions, Contract Tender, and Schedules and any written supplementary instructions that may be made by the City of Kenora to ensure satisfactory completion are all part of the Tender.

**3.1 Planting & Maintenance of Garden & Shrub Beds**

	2015	2016	2017
H.S.T.	\$ <u>116,200</u> <u>15,106</u>	\$ <u>116,200</u> <u>15,106</u>	\$ <u>116,200</u> <u>15,106</u>
TOTAL:	\$ <u>131,306</u>	\$ <u>131,306</u>	\$ <u>131,306</u>

**3.2 Supply and Delivery of  
2,000 Dozen Bedding Plants**

	2015	2016	2017
H.S.T.	\$ <u>31,830</u> <u>4,137.90</u>	\$ <u>31,830</u> <u>4,137.90</u>	\$ <u>31,830</u> <u>4,137.90</u>
TOTAL:	\$ <u>35,967.90</u>	\$ <u>35,967.90</u>	\$ <u>35,967.90</u>

**3.3 Supply, Installation & Maintenance of  
6 Hanging Baskets - Greenbelt**

	2015	2016	2017
H.S.T.	\$ <u>9150</u> <u>1,189.50</u>	\$ <u>9150</u> <u>1,189.50</u>	\$ <u>9150</u> <u>1,189.50</u>
TOTAL:	\$ <u>10,339.50</u>	\$ <u>10,339.50</u>	\$ <u>10,339.50</u>

TOTAL COST OF TENDER FOR THREE YEARS:  
\$ 471,540.00 + HST 61,300.20

**4. ACKNOWLEDGEMENT:**

The Contractor has read and understands the terms and conditions of this tender and legal agreement and offers the services for the provisions of Delivery and Planting of Bedding plants, garden maintenance and tree and shrub maintenance, in accordance with the terms and conditions for the period April 15 to October 15, 2015, 2016 and 2017.

**BID FORM**

It is agreed that the City of Kenora will make payment to the Contractor in:  
Seven payments each equal to one-seventh of the yearly contract price,  
payable at the end of April, May, June, July, August, September and October  
of each year.  
The annual contract price for the Supply and Delivery of 2,000 dozen bedding  
plants will be paid after installation of the plants each year.

Company Name: (Print): SCHATKOWSKY INC. O/A  
DEBBIE'S GREENHOUSE + GARDEN CENTRE

Address: 14 MARKS LANE  
KENORA ON. P9N-0E2

Email Address: VINCE@kmts.ca

Telephone: 807-548-7325 Fax: 807-547-8460

Contact Name: VINCE OR DEBBIE SCHATKOWSKY

Signature of Company Official: Vince Schatkowsky

Date: NOV. 6, 2014

**END OF BID FORM**

**CITY OF KENORA GARDEN & SHRUB BED MAINTENANCE**

**BID FORM**

REVISED BID JAN. 5/2015  
JA.

**3. TENDER BID PRICE:**

The undersigned has examined the Tender Documents and the sites of the work and has ascertained all necessary particulars with regard to the work and upon acceptance of this Tender shall enter into an Agreement, for the performance of the work at the tendered prices stated below. It is understood that the Administrative Conditions, Contract Tender, and Schedules and any written supplementary instructions that may be made by the City of Kenora to ensure satisfactory completion are all part of the Tender.

**3.1 Planting & Maintenance of Garden & Shrub Beds**

	2015	2016	2017
H.S.T.	\$ <u>106,200.00</u> <u>13,806.00</u>	\$ <u>106,200.00</u> <u>13,806.00</u>	\$ <u>106,200.00</u> <u>13,806.00</u>
TOTAL:	\$ <u>120,006.00</u>	\$ <u>120,006.00</u>	\$ <u>120,006.00</u>

**3.2 Supply and Delivery of  
2,000 Dozen Bedding Plants**

	2015	2016	2017
H.S.T.	\$ <u>31,830.00</u> <u>4,137.90</u>	\$ <u>31,830.00</u> <u>4,137.90</u>	\$ <u>31,830.00</u> <u>4,137.90</u>
TOTAL:	\$ <u>35,967.90</u>	\$ <u>35,967.90</u>	\$ <u>35,967.90</u>

**3.3 Supply, Installation & Maintenance of  
6 Hanging Baskets - Greenbelt**

	2015	2016	2017
H.S.T.	\$ <u>9,150.00</u> <u>1,189.50</u>	\$ <u>9,150.00</u> <u>1,189.50</u>	\$ <u>9,150.00</u> <u>1,189.50</u>
TOTAL:	\$ <u>10,339.50</u>	\$ <u>10,339.50</u>	\$ <u>10,339.50</u>

TOTAL COST OF TENDER FOR THREE YEARS:  
\$ 441,540.00 + HST 57,400.20

**4. ACKNOWLEDGEMENT:**

The Contractor has read and understands the terms and conditions of this tender and legal agreement and offers the services for the provisions of Delivery and Planting of Bedding plants, garden maintenance and tree and shrub maintenance, in accordance with the terms and conditions for the period April 15 to October 15, 2015, 2016 and 2017.

CITY OF KENORA GARDEN & SHRUB BED MAINTENANCE

Page 8 of 12

BID FORM

It is agreed that the City of Kenora will make payment to the Contractor in:  
Seven payments each equal to one-seventh of the yearly contract price,  
payable at the end of April, May, June, July, August, September and October  
of each year.  
The annual contract price for the Supply and Delivery of 2,000 dozen bedding  
plants will be paid after installation of the plants each year.

Company Name: (Print): DEBBIE'S GREENHOUSE + GARDEN CENTRE

Address: 14 MARKS LANE  
KENORA ON.  
P9N-0E2

Email Address: Vince@kmts.ca

Telephone: 807-548-1325 Fax: 807-547-8461

Contact Name: VINCE OR DEBBIE SCHATKOWSKY

Signature of Company Official: Vince Schatkowsky

Date: January 5, 2015

END OF BID FORM

**March 3, 2015**

## **City Council Committee Report**

**To: Mayor and Council**

**Fr: The Lake of the Woods Development Commission**

**Re: Family Friendly Harbourfront Activities**

### **Recommendation:**

That Council of the City of Kenora directs the Lake of the Woods Development Commission through its Tourism Committee to release a request for proposals to animate the Harbourfront Green Space during the summer of 2015 with fun, family friendly activities.

### **Background:**

The City of Kenora has animated its Harbourfront area with food trucks, the farmer's market and other special events. In order to continue to draw people to Kenora's downtown core the Tourism Committee would like to offer local and area talent the opportunity to entertain in the area. These activities could include magic acts, face painting, pottery, painting, singing, playing musical instruments etc. Busking is a proven way to animate a space and create visitor engagement and draw local community members to the Harbourfront and Greenbelt. This would follow the example of many larger centres who have initiated similar, very successful animation initiatives. Specific examples include the Forks in Winnipeg, and Sea Port Village in San Diego.

The basis for the RFP would be no retail product to be sold, all activities would be selected by a sub-committee of the Tourism Committee and there would be no cost to the entertainment provider to locate on the harbourfront. However the entertainment would be permitted to collect tips or donations for their entertainment. The sub-committee, working with the Special Events Coordinator to further identify entertainment requirements, determine dates, and hours for the interested entertainers. The Tourism Committee will inform Council of the success of this initiative through the regular update by the Lake of the Woods Development Commission in the fall.

A buskers bylaw will be brought forward by the Manager of Legislative Services in April for Council consideration which any activity that is generated from this RFP will need to be in accordance with this new bylaw.

**Budget:** N/A

### **Communication Plan/Notice By-law Requirements:**

LOWDC

Tourism Committee

Crystal Stokes, Special Events Coordinator

Charlotte Caron, Property & Planning Manager

**Strategic Plan or other Guiding Document:**

Develop our Economy:

- Promote Kenora as a 365 day lifestyle destination.

- Support, promote and expand the tourism industry and pursue recruitment of new events



**February 27, 2015**

## **City Council Committee Report**

**To: Mayor and Council**

**Fr: Tara Rickaby, Planning Administrator**

**Re: Lease Amendment – T Bay Tel – McKenzie Portage Road Site**

### **Recommendation:**

That the Mayor and Clerk of the City of Kenora be authorized to enter into an amending agreement with TBaytel for uses of property described as Parcel 4245 DKF; locations JC89 PIN 42150-1384 LT; and further

That the said amendment will increase the annual rent to \$5,575.50 (plus applicable taxes) for a period from 1 February, 2015 to 31 January, 2018, from \$5,310.00 (plus applicable taxes); and further

That the appropriate bylaw be passed for this purpose.

### **Background:**

The leasee, Tbaytel, has agreed that the current market value for leasing of comparable premises is higher than the rate that was agreed to, between the City and tbaytel, in 2013.

### **Budget/Finance Implications:**

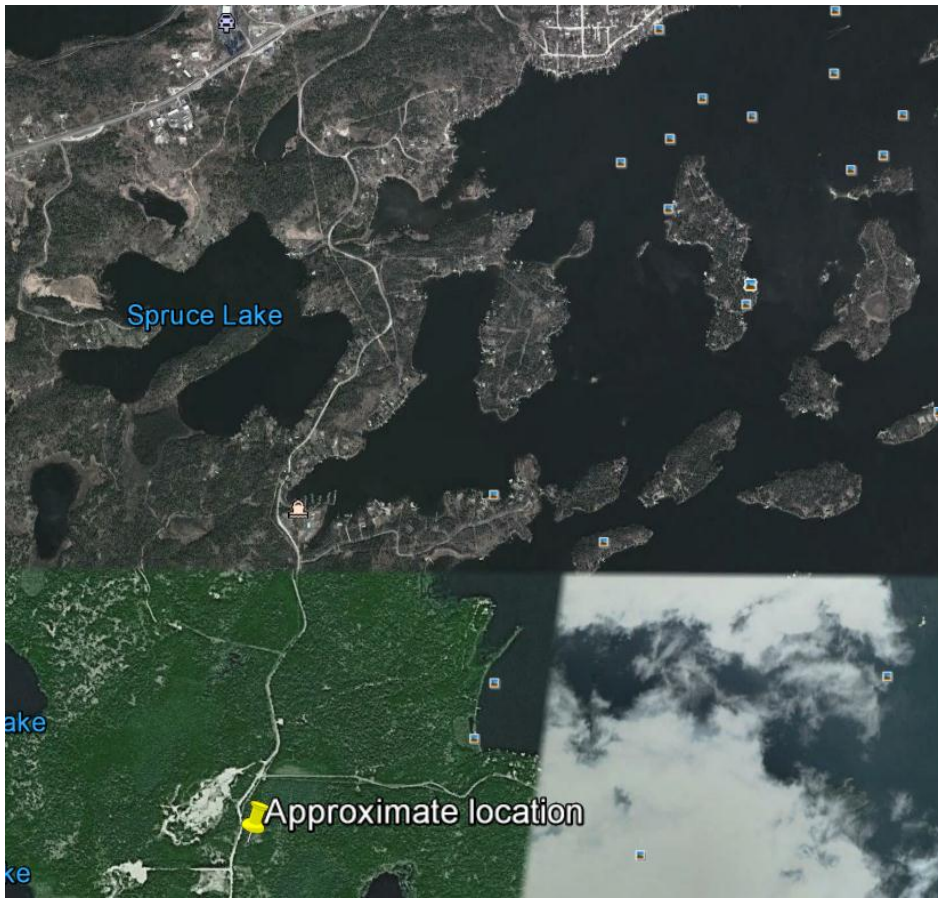
Increase revenue of \$265/annum for 4 years.

### **Communication Plan/Notice By-law Requirements:**

Finance, Property and Planning, Filing

### **Strategic Plan or other Guiding Document:**

2-2 The City will keep in the forefront that there is a significant infrastructure deficit, and current and future Councils will need to continue to work towards allocating sufficient resources to be able to adequately address this issue.





**LEASE AMENDING AGREEMENT**

Site (legally described on Schedule "A"): **Parcel 4245 Section DKF; locations JC89 Title No: 42150-1384 LT Kenora #23**  
Location Code: **Lake of the Woods West TBxxx**

THE AGREEMENT made this   25th   day of February, 2015.

**BETWEEN:**

**The Corporation of the City of Kenora**  
(the "Landlord")

-and-

**Tbaytel**  
(the "Tenant")

**WHEREAS:**

- A. The Landlord and Tenant entered into a lease dated February 17, 2013 (the "Lease") with respect to certain real property, legally described as **Parcel 4245 Section DKF; locations JC89 Title No: 42150-1384 LT Kenora #23** (the "Property"), all as more particularly described in the Lease, attached hereto as SCHEDULE "B-1"; and
- B. The Landlord and the Tenant have agreed to amend the terms of the Lease as hereinafter provided;

**THEREFORE** in consideration of the covenants, terms and conditions contained herein the Landlord and the Tenant agree the Lease is hereby amended as follows:

- 1. **Rent**  
Tenant will pay Landlord an annual rent of \$5,575.50 plus harmonized sales tax for the period of February 1, 2015 to January 31, 2018 (end of first extension). Landlord confirms that its GST Number is 892818329RT001. Realty taxes attributed directly to the premises shall be payable by the Tenant. The Landlord must invoice the Tenant annually by emailing the invoice to [accountspay@tbaytel.com](mailto:accountspay@tbaytel.com) or by mailing the invoice to Accounts Payable, 1046 Lithium Drive, Thunder Bay, Ontario, P7B 6G3, or by faxing the invoice to 807-343-0099.
- 2. **Application of Lease**  
The Landlord and Tenant acknowledge and agree that except as otherwise provided herein this agreement shall be on the same terms and conditions as the Lease and the capitalized terms herein unless otherwise provided shall have the same meaning as ascribed to them in the Lease. All other terms and conditions of the Lease remain in full force and effect.



**SCHEDULE "A"**  
**LEGAL DESCRIPTION OF LANDLORD'S LANDS ("SITE")**

**Parcel 4245 Section DKE; location JC89 Title No: 42150-138 LT Kenora #23**

**SCHEDULE "B1"  
DESCRIPTION OF PREMISES  
(including access rights)**

SITE: LAKE OF THE WOODS WEST - W2350B

**SCHEDULE 'B'**  
Plan Showing premises including access & utility area  
**PART OF LOCATION JC 89  
PART OF PIN 42150-1384 (LT)  
UNSURVEYED TERRITORY  
DISTRICT OF KENORA**

TOWER SITE COORDINATE TABLE - PREMISES CENTRE			
NAD'83 Zone 15 (C.M. + 93°)		NAD'27 Zone 15 (C.M. + 93°1	
Geographical	UTM	Geographical	UTM
49°43' 13 4" N Lat	5508745 8 N	49°43' 13 4" N Lat	5508826 2 N
94°34' 58 8" W Long	385897 7 E	94°34' 58 0" W Long	385910 0 E

ELEVATION (GROUND) (m)
premises centre 354.7

AREA TABLE		
premises	Hectares	Acres
Tower Site	3.406	8.405
Access	0.005	0.013
Total	3.406	8.418

**LEGEND**

- E- Denotes Overhead Electrical/Wireless
- H- Denotes Hydro Pole
- Denotes Survey Bar Found

Distances are in metres and rounded to the next

**The Proposed Tower Site**

- 4 of 10001.8 m from an Outer Centre
- 4 of 1001.30 m from any other Body
- 4 of 1001.8 m from an Underground Structure
- 4 located outside of a Historical Resource Area
- 4 has of conflict with any easements or interests of a surface or Hydro pole
- 4 outside any Wetland or Protected Park or other Federally or Provincially protected area

**OWNER(S)**

Part of Location JC 89  
TUE Number Pin 42150-1384  
OWNER(S): THE CORPORATION OF THE CITY OF KENORA

**LANDOWNER AGREEMENT**

We agree to the location of the tower site shown on outlined on these plans. We also agree that Rogers may substitute these plans for Schedule B to "Fast Track" Telecommunication Site Agreement dated 2009, between The Corporation of the City of Kenora as Landowner and Rogers Communications Inc. as Tenant.

NAME \_\_\_\_\_ Date \_\_\_\_\_

Rev	Description	Date
0	Original	6-Apr-2009

**TABLE OF CROSSINGS**

(A) Above Ground utility - Bell & Hydro

FOR Rogers Communications Inc



I CERTIFY THIS PLAN IS CORRECT

W E Parsons, O.L.S.  
Date Signed: Apr 6, 2009

**J.D. BARNES**  
104-104 WELLS STREET, KENORA, ONT. P7B 0K6  
T: (877) 822-2277 F: (877) 822-2277 www.jdbarnes.com

09-32-174-01  
SCALE: 1:500  
DRAFT  
PAGE 1 OF 2  
JOB No. 08.12.14.0  
REV



Mackenzie Trail

200 +/- m  
last to scabbi

premises is undeveloped  
and forested

new approach  
required

10.0 premises access  
& utility area

LOCATION

JC 89

McKenzie  
Portage Road

premises centre

premises

TRAFFIC  
SIGN

GRAVEL  
ROAD

BASEBALL  
DIAMOND

EXISTING  
CEMETERY

POST &  
WIRE FENCE

RAT PORTAGE  
RESERVE

38A

Scale - 1:500

Landscape plans	Landscape plans	Landscape plans	Page 2 of 2 P/No 09-32-174-01	REV
LAKE OF THE WOODS WEST - W2350B				



**March 2, 2015**

## **City Council Committee Report**

**TO: Mayor and Council**

**FR: John Nabb, Facilities Supervisor  
Charlotte Caron, Manager of Property and Planning**

**RE: Lease – Municipal Property Assessment Corporation**

### **Recommendation:**

That Council authorizes a lease agreement with the Municipal Property Assessment Corporation for office space at the City of Kenora Operations Centre; and further

That three readings be given to a by-law for this purpose.

### **Background:**

In 2014 the Property and Planning department brought forward to Council a Report for direction to pursue leasing a portion of the Operations Center to the Municipal Property Assessment Corporation (MPAC). Direction was given to pursue the lease. The details of the lease were ongoing throughout Council's lame duck period.

**Budget:** N/A Lease monies to Operations Centre reserves.

### **Communication Plan/Notice By-law Requirements:**

Charlotte Caron, Property & Planning Manager  
John Nabb, Parks/Facilities Supervisor

### **Strategic Plan or Other Guiding Document:**

City of Kenora Strategic Plan – 2015-2020  
Promote Recreation & Healthy Lifestyles  
Expand Tourism  
Promote Kenora as a 365 day life-style destination  
Promote and leverage recreation and leisure amenities  
Support Kenora's "North America's Premier Boating Destination" brand  
Support, promote and expand the tourism industry



# LEASE (COMMERCIAL)

Made the 15th day of January 2015.

## BETWEEN

THE CORPORATION OF THE CITY OF KENORA

(The "Landlord")

-And-

MUNICIPAL PROPERTY ASSESSMENT CORPORATION

(The "Tenant")

In consideration of the rents, covenants and obligations stipulated herein the Landlord and the Tenant have agreed to enter into a Lease certain premises being comprised of approximately 700 square feet of second floor space and 1,500 square feet of Compound (collectively, the "Premises") being a part of the building known municipally as:

**60 Fourteenth Street North, Kenora, ON P9N 4M9** (the "Building")

And more particularly described in Schedule A attached

### 1. GRANT OF LEASE

- (1) The Landlord leases the Premises to the Tenant:
  - (a) at the Rent set forth in Section 2;
  - (b) for the Term set forth in Section 3; and
  - (c) subject to the conditions and in accordance with the covenants, obligations and agreements herein, including Schedules A, B and C herein.
- (2) The Landlord covenants that it has the right to grant the leasehold interest in the Premises free from encumbrances except as disclosed on title.

### 2. RENT

- (1) "**Rent**" means the Base Rent payable by the Tenant to the Landlord pursuant to this Section and Additional Rent. Notwithstanding the area of the Premises and the Compound described above for the purposes of calculating Rent, the area of the Premises shall be deemed to be 570 square feet (the "Deemed Square Footage").
- (2) The Tenant covenants to pay the Landlord, during the Term of this Lease, Rent as follows, subject to Section 2(3) below and Section 1 of Schedule B herein:
  - (i) the base rent sum of \$7,410.00 per annum (the "Base Rent").
  - (ii) the secure parking sum of \$2,250.00 per annum, and
  - (iii) the Additional Rent estimated sum of \$2,280.00 per annum.

The Rent shall be payable monthly in advance in equal installments of **\$995.00** on the 1st day of each and every month, commencing on the Commencement Date of the Term.

- (3) "Operating Costs" means, with respect to a calendar year, the cost of insurance required to be maintained by Landlord hereunder on the Common Areas and facilities of the Building, and the costs incurred and paid by Landlord in operating, maintaining and repairing the Common Areas and facilities. The Tenant shall be responsible for its proportionate share (the numerator being the Deemed Square Footage; the denominator being the rentable square feet of the entire Building) of Operating Costs, which shall be payable in advance on the Commencement Date and thereafter in monthly installments on the first day of every month of the Term, based on Landlord's estimate.

Operating Costs shall be calculated in accordance with generally accepted accounting principles and shall consist of those costs incurred by the Landlord to properly maintain and repair the Common Areas of the Building. Operating Costs shall exclude any type of capital costs related to the Building, its systems and Common Areas including all costs of a structural nature. All capital costs shall be for the sole account of the Landlord and shall not be charged back to the Tenant. The cost of providing janitorial services within the Premises is included in the Operating Costs. The Tenant shall pay directly to any utility provider, the charge for

any utility supplied to the Premises which is separately metered and such metered utilities shall not form part of the Operating Costs. If utilities are not separately metered in the Premises, the Tenant may at its option install a separate meter at its cost. Operating Costs also shall not include any management or administration or supervisor fees or charges (whether or not such fees or charges are incurred by Landlord engaging the services of a third party manager or management), or any amounts on account of mortgage or other interest, the Landlord's income taxes, capital taxes, large corporation taxes (or any similar form of tax based on the Landlord's equity investment in the Building), commercial concentration taxes, land rent or costs incurred by the Landlord to develop or redevelop the Building (including but not limited to, municipal levies), residual lands or lands pending development (if any), or charges of the Landlord's executives, officers, owners or shareholders or members of their families, or any usage or imputed rental charges on the administrative offices of the Landlord and service areas, or any charges explicitly excluded by this Lease, or any costs associated with damage to property or injury to persons arising as a result of the negligent or wilful acts or omissions of the Landlord or those for whom the Landlord is in law responsible, or any accounting, legal or other professional and consulting services or expenses, or costs of removal or remediation of hazardous substances, or HST, to the extent that such HST is available to the Landlord as a credit.

- (4) The Tenant further covenants to pay, without duplication, all sums other than Base Rent, payable by the Tenant to the Landlord under this Lease ("Additional Rent") whether or not specifically designated as Additional Rent in this Lease, as follows:
  - (i) the proportionate share of Operating Costs;
  - (ii) the Tenant's share of Taxes; and
  - (iii) all other costs Tenant must pay pursuant to an express obligation in this Lease.
- (a) The Landlord and the Tenant agree that the Landlord shall be responsible for direct utility and maintenance cost as more particularly described on Schedule C.
- (b) For greater clarity, the Tenant shall be directly responsible for the following expenses: telephone, internet, other communication means and insurance premiums directly related or used in the Premises to the Premises.
- (5) Prior to the commencement of each calendar year, the Landlord shall notify the Tenant of its reasonable and bona fide estimate of Additional Rent for calendar year. The Tenant shall pay such estimated amount in equal monthly installments in advance in accordance with Section 2 (2). From time to time during a calendar year, the Landlord may, acting reasonably, re-estimate the amount of the Additional Rent and shall fix monthly installments for the then remaining balance of the calendar year so that the Landlord's estimate, original or revised, of Additional Rent will have been entirely paid during calendar year.
- (6) The Landlord shall make a final determination of Additional Rent annually. The Landlord shall provide reasonable additional detail of Additional Rent requested by the Tenant. The Tenant, at its sole option, shall be permitted to review and challenge such statement at the Tenant's expense. Review costs incurred by the Tenant shall be for the account of the Landlord (and payable upon demand by the Tenant), where a discrepancy of more than five percent (5%) is identified. At any time within two years (including after expiry of the Term of the Lease) subsequent to the delivery of the actual annual Additional Rent statement to the Tenant, Landlord shall permit access to its books and records by Tenant's auditors to verify accuracy of such statement.
- (7) All payments to be made by the Tenant pursuant to this Lease shall be delivered to the Landlord at the Landlord's address for service set out in Section 15 or to such other place as the Landlord may from time to time direct in writing. All payments may also be paid via electronic transfer into a bank account designated by the Landlord.
- (8) Upon execution of this Lease, the Tenant agrees to pay in advance to the Landlord the first months' Rent payable under Section 2 (2) of the Lease- (the "**Deposit**"). The Deposit is to be held without interest and to be applied to the first payment of the Rent as such become due.
- (9) The Tenant acknowledges and agrees that the payments of Rent provided for in this Lease shall be made without any deductions for any reason whatsoever unless expressly allowed by the terms of his Lease or agreed to by the Landlord in writing acting reasonably.
- (10) No partial payment by the Tenant which is accepted by the Landlord shall be considered as other than a partial payment on account of Rent owing and shall not prejudice the Landlord's right to recover any Rent owing.

### 3. TERM AND POSSESSION

- (1) The Tenant shall have possession of the Premises for a period of five (5) years (the "**Term**"), commencing on the 1<sup>st</sup> day of February, 2015 (the "**Commencement Date**"), and ending on the 31<sup>st</sup> day of January, 2020.
- (2) Subject to the Landlord's rights under this Lease and as long as the Tenant is not in default beyond any applicable cure period, the Landlord covenants that the Tenant shall have quiet enjoyment of the Premises during the Term of this Lease without any interruption or disturbance from the Landlord or any other person or persons lawfully claiming through the Landlord.
- (3) If the Tenant fails to take possession of the Premises on the Commencement Date of the Term of this Lease, the Landlord shall, in addition to any other remedies, have the right to terminate this Lease upon 24 hours written notice to the Tenant, and to recover from the Tenant the reasonable cost of all work done by the Landlord on behalf of the Tenant. For clarity, where the Tenant is not operating in the Premises but is meeting

its obligations under this Lease (including its obligation to pay Rent), the Landlord's right to terminate herein shall be cancelled.

- (4) If for any reasons beyond the Landlord's control, vacant possession of the Premises cannot be given to the Tenant on the Commencement Date with the Landlord's Work completed, the Lease shall remain in effect but the Tenant shall not be required to pay Rent until the date when possession is actually given to the Tenant;

If possession is not given within ninety (90) clear days from the Commencement Date set out in this Lease, either party may terminate this Lease by written notice to the other;

Where neither party terminates this Lease nor there is a delay in the Commencement Date, all other dates contained in this Lease shall extend by the length of time of such delay.

#### **4. OPTION TO RENEW**

- (1) If the Tenant is not in default beyond any applicable cure period and provided the Tenant gives the Landlord notice at least 90 days prior to the end of the Term, the Tenant shall have one (1) five (5) year option to extend the Lease for all or part of the Premises on the same terms and conditions as contained herein except for the Base Rent. The Base Rent payable during such five-year extension period shall be mutually agreed upon between the parties and based on the then current market rent for the Premises, having regard for premises similar to the Premises which are comparable in size, location, type and condition and leased for as similar period of time and taking into account the value of unfixtured space. The Landlord shall provide to the Tenant within two weeks of receipt of the notice to extend a written statement of prevailing market rent. If the parties cannot reach agreement prior to 45 days before the end of the Term or extension term, as the case may be, the Tenant shall have the right to have the matter determined by arbitration, in accordance with the *Arbitration Act*, 1991 (Ontario) as amended or replaced. Any costs associated with such arbitration shall be borne by the parties equally.

#### **5. ASSIGNMENT**

- (1) The Tenant shall not assign this Lease or sublet the whole or any part of the Premises unless it first obtains the consent of the Landlord in writing, which consent shall not unreasonably be withheld or delayed.
- (2) The consent of the Landlord to any assignment or subletting shall not operate as a waiver of the necessity for consent to any subsequent assignment or subletting.
- (3) Any consent granted by the Landlord shall be conditional upon the assignee, subtenant or occupant executing a written agreement directly with the Landlord agreeing to be bound by all the terms of this Lease as if the assignee, subtenant or occupant had originally executed this Lease.
- (4) Any consent given by the Landlord to any assignment or other disposition of the Tenant's interest in this Lease or in the Premises shall not relieve the Tenant from its obligations under the Lease for the balance of the Term, including the obligation to pay Rent as provided for herein, but will not apply to any obligation to the extent it is added to, or to the extent any amendment increases an obligation of Tenant provided for in this Lease unless Tenant agrees to be bound to the added obligation or the increase in the obligation. Further, the Tenant shall be released from its obligations under this Lease where the assignment or other disposition is to a government, government agency or Crown corporation.

#### **6. USE**

- (1) During the Term of this Lease the Premises shall not be used for any purpose, other than an office, including a data processing center, and some storage, without the express consent of the Landlord given in writing. The Landlord represents that the use of the Premises as office use including a data processing center is permitted by the applicable zoning by-laws and other legislation affecting the Premises.
- (2) The Tenant shall not do or permit to be done at the Premises anything which may:
  - (a) constitute a nuisance;
  - (b) cause damage to the Premises;
  - (c) cause injury or annoyance to occupants of neighboring premises;
  - (d) make void or voidable any insurance upon the Premises;
  - (e) constitute a breach of any by-law, statute, order or regulation of any municipal, provincial or other competent authority relating to the Premises.
- (3) The Tenant shall be entitled to use the Premises (including elevator access, if applicable) at no extra charge, 24 hours per day, seven days per week throughout the Term.
- (4) Tenant shall not be relocated during the Term or any extension of the Term.
- (5) Tenant shall be permitted to use the Landlord's security system for its own access and security requirements within its Premises and Common Areas (including parking area), at no additional cost to the Tenant other than the supply and installation of associated hardware.

- (6) Landlord agrees to permit the Tenant to establish kitchen facilities (including dishwasher, refrigerator, coffee maker, kettle, microwave, water cooler, toaster, toaster oven and oven) in the Premises for use of its employees.
- (7) Tenant shall be entitled to install vending machines dispensing food and beverages within the Premises.
- (8) The Landlord warrants that floors within the Premises have a minimum load bearing capacity of 100 pounds per square foot.
- (9) The Tenant may use the trade name "MPAC" in lieu of or in addition to its corporate name.

## **7. REPAIR AND MAINTENANCE**

- (1) The Landlord will operate, maintain, repair, replace, landscape and keep in a tidy and orderly condition, the Building, including all driveways, walks, parking areas and other Common Areas and facilities of the Building in a first-class manner as would a prudent owner of a similar building having regard to size, age and location. If at any time during the Term, the Landlord is required to upgrade or bring the Building into compliance with any law, Landlord shall promptly comply at its own expense and such costs shall not be Operating Costs and shall be for the sole account of the Landlord. The Landlord shall not make any additions or changes to the Common Areas and facilities of the Building that would change or eliminate any entrances to or exits from the Building or reduce the number parking spaces required by applicable municipal by-laws.
- (2) The Tenant covenants that during the Term of this Lease and any renewal thereof, the Tenant shall keep in good condition the Premises including all alterations and additions made thereto, and shall, with or without notice, promptly make all needed repairs as would a prudent owner. The Tenant shall not be liable to effect repairs attributable to reasonable wear and tear, or to damage caused by fire, lightning or storm or the negligence or willful misconduct of the Landlord or those for whom it is responsible in law.
- (3) The Tenant shall permit the Landlord or a person authorized by the Landlord to enter the Premises to examine the condition thereof and view the state of repair at reasonable times and upon prior notice. If upon such examination repairs are found to be necessary, written notice of the repairs required shall be given to the Tenant by or on behalf of the Landlord and the Tenant shall make the necessary repairs within the reasonable time specified in the notice. If the Tenant refuses or neglects to keep the Premises in good repair the Landlord may, but shall not be obligated to, make any necessary repairs, and shall be permitted to enter the Premises, by itself or its servants or agents, for the purpose of effecting the repairs without being liable to the Tenant for any loss, damage or inconvenience to the Tenant in connection with the Landlord's entry and repairs.  
If the Landlord makes such repairs the Tenant shall pay the cost of them immediately as Additional Rent.
- (4) Upon the expiry of the Term or other determination of this Lease the Tenant agrees peaceably to surrender the Premises, including any alterations or additions made thereto, to the Landlord in a state of good repair, reasonable wear and tear and damage by fire, lightning and storm only excepted.
- (5) The Tenant shall immediately give written notice to the Landlord of any substantial damage that occurs to the Premises from any cause.

## **8. CONSTRUCTION, ALTERATIONS AND ADDITIONS**

- (1) If the Tenant, during the Term of this Lease or any renewal of it, desires to make any leasehold improvements, alterations or additions to the Premises, including but not limited to: erecting partitions, attaching equipment, and installing necessary furnishings or additional equipment of the Tenant's business, the Tenant may do so at its own expense, at any time and from time to time, if the following conditions are met:
  - (a) before undertaking any construction, alteration or addition the Tenant shall submit to the Landlord a plan showing the proposed alterations or additions and the Tenant shall not proceed to make any alteration or addition unless the Landlord has approved the plan, and the Landlord shall not unreasonably or arbitrarily withhold its approval. The Landlord shall notify the Tenant that it either approves the plan or does not approve the plan within ten (10) days of receipt of such plan. Any items included in the plan which are regarded by the Tenant as "Trade Fixtures" shall be designated as such on the plan.
  - (b) any and all alterations or additions to the Premises made by the Tenant must comply with all applicable building code standards and by-laws of the municipality in which the Premises are located.
- (2) No sign, advertisement or notice shall be inscribed, painted or affixed by the Tenant, or any other person on the Tenant's behalf, on any part of the inside or outside of the Building unless the sign, advertisement or notice has been approved in every respect by the Landlord, such approval not to be unreasonably withheld or delayed. The Tenant shall also have standard building directory signage located in the lobby of the Building and at the Tenant's entrance to the Premises. Installation of these signs shall be at the Landlord's sole expense.
- (3) All alterations and additions to the Premises made by or on behalf of the Tenant, other than the Tenant's Trade Fixtures which shall include computers and computer equipment, shall immediately become the property of the Landlord without compensation to the Tenant.
- (4) The Tenant agrees, at its own expense as soon as reasonably possible after written notice from the Landlord, to take all reasonable steps to obtain the release or discharge of any encumbrance that may be registered

against the Landlord's property in connection with any additions or alterations to the Premises made by the Tenant or in connection with any other activity of the Tenant at the Premises.

- (5) The Tenant may, if it so elects but shall not have the obligation to remove its Trade Fixtures at the end of the Term or other termination of this Lease with no requirement to make good, repair or replace any damaged caused to the Premises by the removal of the Tenant's Trade Fixtures and shall not be obligated to restore the Premises to base building condition.
- (6) Other than as provided in paragraph 7(5) above, the Tenant shall not, during the Term of this Lease or anytime thereafter remove from the Premises any Trade Fixtures or other goods and chattels of the Tenant except in the following circumstances;
  - (a) the removal is in the ordinary course of business;
  - (b) the Trade Fixture has become unnecessary for the Tenant's business or is being replaced by a new or similar Trade Fixture; or
  - (c) the Landlord has consented in writing to the removal.
- (7) The Tenant shall not be required to remove any additions, leasehold improvements or other alterations made or installed by or on behalf of the Tenant in the Premises at the end of the Term, renewal term or earlier expiry thereof, provided the Tenant has complied with the provisions of this Section 8.
- (8) The Tenant shall not bring onto the Premises or any part of the Premises any machinery, equipment or any other thing that might in the reasonable opinion of the Landlord, by reason of its weight, size or use, damage the Premises or overload the floors of the Premises and if the Premises are damaged or overloaded the Tenant shall restore the Premises immediately or pay to the Landlord the cost of restoring the Premises.

## 9. INSURANCE

- (1) During the Term of this Lease and any renewal thereof the Landlord shall maintain with respect to the Premises, insurance coverage insuring against:
  - (i) loss or damage by fire, lightning, storm and other perils that may cause damage to the Premises or the property of the Landlord in which the Premises are located as are commonly provided for as extended perils coverage or as may be reasonably required and obtained by the Landlord; and the insurance policy shall provide coverage on a replacement cost basis in an amount sufficient to cover the cost of all signs and leasehold improvements;
  - (ii) liability for bodily injury or death or property damage sustained by third parties up to such limits as customary at the time for properties similar to the Building;
  - (iii) rental income protection insurance with respect to fire and other perils to the extent of one year's Rent payable under this Lease but such insurance and any payment of the proceeds thereof to the Landlord shall not relieve the Tenant of its obligations to continue to pay rent during any period of rebuilding, replacement, repairing or restoration of the Premises except as provided in Section 9.
- (2) The Landlord covenants to keep the Tenant indemnified against all claims and demands whatsoever by any person, whether in respect of damage to person or property, arising out of or occasioned by the breach by the Landlord of any terms or provisions under this Lease. And the Landlord further covenants to indemnify the Tenant with respect to any encumbrance on or damage to the Premises or the Building occasioned by or arising from the act, default, or negligence of the Tenant, its officers agents, servants, employees, contractors, customers, invitees or licensees. The Landlord agrees that the foregoing indemnity shall survive the termination of this Lease notwithstanding any provisions of this Lease to the contrary
- (3) The Tenant covenants to keep the Landlord indemnified against all claims and demands whatsoever by any person, whether in respect of damage to person or property, arising out of or occasioned breach by the Landlord of any terms or provisions under this Lease. And the Tenant further covenants to indemnify the Landlord with respect to any encumbrance on or damage to the Premises or the Building occasioned by or arising from the act, default, or negligence of the Tenant, its officers agents, servants, employees, contractors, customers, invitees or licensees.

The Tenant agrees that the foregoing indemnity shall survive the termination of this Lease notwithstanding any provisions of this Lease to the contrary.
- (4) The Tenant shall carry insurance in its own name to provide coverage with respect to the risk of business interruption to an extent sufficient to allow the Tenant to meet its ongoing obligations to the Landlord and to protect the Tenant against loss of revenues.
- (5) The Tenant shall carry insurance in its own name insuring against the risk of damage to the Tenant's property within the Premises caused by fire or other perils and the policy shall provide for coverage on a replacement cost basis to protect the Tenant's stock-in-trade, equipment, Trade Fixtures, decorations and improvements.
- (6) The Tenant shall carry public liability and property damage insurance in the amount of at least Five Million (\$5,000,000.00) Dollars in which policy the Landlord shall be an additional insured. The Tenant agrees to provide the Landlord with a certificate of insurance provided the Landlord shall not make more than two (2) such requests annually.

## 10. DAMAGE TO THE PREMISES

- (1) If the Premises or the Building are damaged or destroyed, in whole or in part, by fire or other peril, then the following provisions shall apply:
  - (a) if the damage or destruction renders the Premises unfit for occupancy and impossible to repair or rebuild using reasonable diligence within 120 clear days from the happening of such damage or destruction, then the Term hereby granted shall cease from the date the damage or destruction occurred, and the Tenant shall immediately surrender the remainder of the Term and give possession of the Premises to the Landlord, and the Rent from the time of the surrender shall abate;
  - (b) If the Premises can with reasonable diligence be repaired and rendered fit for occupancy within 120 days from the happening of the damage or destruction, , then the rent hereby reserved shall not accrue after the day that such damage occurred, or while the process of repair is going on, and the Landlord shall repair the Premises with all reasonable speed, and the Tenant's obligation to pay Rent shall resume after the necessary repairs have been completed and the Tenant commences operating its business in the Premises;
  - (c) If the leased Premises can be repaired within 120 days as aforesaid, but the damage is such that the leased Premises are capable of being partially used, then until such damage has been repaired, the Tenant shall continue in possession and the Rent shall abate proportionately.
- (2) Any question as to the degree of damage or destruction or the period of time required to repair or rebuild shall be determined by an independent architect retained by the Landlord.
- (3) Apart from the provisions of Section 9 (1) there shall be no abatement from or reduction of the Rent payable by the Tenant, nor shall the Tenant be entitled to claim against the Landlord for any damages, general or special, caused by fire, water, sprinkler systems, partial or temporary failure or stoppage of services or utilities which the Landlord is obliged to provide according to this Lease, save and except where caused by the negligence or willful misconduct of the Landlord or those for whom it is responsible in law.

## 11. ACTS OF DEFAULT AND LANDLORD'S REMEDIES

- (1) An Act of Default has occurred when:
  - (a) The Tenant has failed to pay Rent for a period of 15 consecutive days, from the date of demand for payment has been made;
  - (b) The Tenant has breached its covenants or failed to perform any of its obligations under this Lease after the Landlord has given notice specifying the nature of the default and the steps required to correct it and thirty (30) days following such notice (unless such other reasonable period of time is agreed to by the parties), the Tenant has failed to correct the default as required by the notice or failed to commence correcting the default;
  - (c) the Tenant has:
    - (i) become bankrupt or insolvent or made an assignment for the benefit of Creditors;
    - (ii) had its property seized or attached in satisfaction of a judgment;
    - (iii) had a receiver appointed; taken action if the Tenant is a corporation, with a view to winding up, dissolution or liquidation;
    - (iv) any insurance policy is canceled or not renewed by reason of the use or occupation of the Premises (provided the Tenant has been notified of such cancellation or non-renewal and been given a period of time to rectify such cancellation or non-renewal); and
    - (v) the Premises are used by any other person or persons, or for any other purpose than as provided for in this Lease without the written consent of the Landlord.
- (2) When an Act of Default on the part of the Tenant has occurred:
  - (a) the current month's rent together with the next three months' rent shall become due and payable immediately.
  - (b) the Landlord shall have the right to terminate this Lease and to re-enter the Premises and deal with them as it may choose.

If, because an Act of Default has occurred, the Landlord exercises its right to terminate this Lease and re-enter the Premises prior to the end of the Term, the Tenant shall nevertheless be liable for payment of Rent and all other amounts payable by the Tenant in accordance with the provisions of this Lease until the Landlord has re-let the Premises or otherwise dealt with the Premises in such manner that the cessation of payments by the Tenant will not result in loss to the Landlord and the Tenant agrees to be liable to the Landlord, until the end of the Term of this Lease for payment of any difference between the amount of Rent hereby agreed to be paid for the Term hereby granted and the Rent any new tenant pays to the Landlord.

The Tenant covenants that notwithstanding any present or future Act of the Legislature of the Province of Ontario, the personal property of the Tenant during the term of this Lease shall not be exempt from levy by distress for Rent in arrears and the Tenant agrees that the Landlord may plead this covenant as an estoppel against the Tenant if an action is brought to test the Landlord's right to levy distress against the Tenant's property.

If, when an Act of Default has occurred, the Landlord chooses not to terminate the Lease and re-enter the Premises, the Landlord shall have the right to take any and all necessary steps to rectify any or all Acts of Default of the Tenant and to charge the costs of such rectification to the Tenant and to recover the costs as Rent.

If, when an Act of Default has occurred, the Landlord chooses to waive its right to exercise the remedies available to it under this Lease or at law the waiver shall not constitute condonation of the Act of Default, nor shall the waiver be pleaded as an estoppel against the Landlord to prevent its exercising its remedies with respect to a subsequent Act of Default.

No covenant, term, or condition of this Lease shall be deemed to have been waived by the Landlord unless the waiver is in writing and signed by the Landlord.

## 12. TERMINATION UPON NOTICE AND AT END OF TERM

- (1) Intentionally Deleted
- (2) If the Premises are condemned by any competent authority:
  - (a) the Landlord shall have the right to terminate this Lease by giving ninety (90) clear days' notice in writing to the Tenant; or
  - (b) the Landlord may require the Tenant to vacate the Premises within thirty (30) days from payment by the Landlord to the Tenant of a bonus equal to three months' rent. Payment of the said bonus shall be accompanied or preceded by written notice from the Landlord to the Tenant advising of the Landlord's intent to exercise this option.
- (3) The Tenant agrees to permit the Landlord during the last three months of the Term of this Lease to display "For Rent" or "For Sale" signs or both at the Premises and to show the Premises to prospective new tenants or purchasers and to permit anyone having written authority of the Landlord to view the Premises at reasonable hours.
- (4) If the Tenant remains in possession of the Premises after termination of this Lease as aforesaid and if the Landlord then accepts rent for the Premises from the Tenant, it is agreed that such over holding by the Tenant and acceptance of Rent by the Landlord shall create a monthly tenancy only but the tenancy shall remain subject to all the terms and conditions of this Lease except those regarding the Term.
- (5) The Tenant shall have the right to terminate this Lease effective any time after the end of the 12<sup>th</sup> month of the initial Term or the 12<sup>th</sup> month of the extension term by giving six (6) months written notice to the Landlord (the "Termination Notice"). For clarity, the Termination Notice may be given to the Landlord prior to the 12<sup>th</sup> month of the initial Term or extension term (as the case may be). The Tenant shall not be required to remove any additions, leasehold improvements or other alterations upon such termination provided the requirements of Section 8 have been complied with in connection with such installation, nor shall the Tenant be required to take the Premises back to base building or to the state of such Premises immediately preceding the commencement of this Lease. The Tenant shall be required to surrender the Premises in the state as required to be maintained under this Lease, reasonable wear and tear excepted.

## 13. ACKNOWLEDGMENT BY TENANT

The Tenant agrees that it will at any time or times during the Term, upon being given at least thirty (30) days prior written notice, execute and deliver to the Landlord a statement in writing certifying:

- (a) that this Lease is unmodified and is in full force and effect (or if modified stating the modifications and confirming that the Lease is in full force and effect as modified);
- (b) the amount of Rent being paid;
- (c) the dates to which Rent has been paid;
- (d) other charges payable under this Lease which have been paid;
- (e) particulars of any prepayment of Rent or security deposits; and
- (f) particulars of any subtenancies.

## 14. SUBORDINATION AND POSTPONEMENT

- (1) This Lease and all the rights of the Tenant under this Lease are subject and subordinate to any and all charges against the land, buildings or improvements of which the Premises form part, whether the charge is in the nature of a mortgage, trust deed, lien or any other form of charge arising from the financing or re-financing, including extensions or renewals, of the Landlord's interest in the property provided that any such mortgagee, charge or lien holder agrees to execute a non-disturbance agreement, at the Landlord's sole reasonable cost and expense, in a form satisfactory to the Tenant, acting reasonably.
- (2) Upon the request of the Landlord the Tenant will execute any form required to subordinate this Lease and the Tenant's rights to any such charge, and will, if required, attorn to the holder of the charge. No subordination by the Tenant shall have the effect of permitting the holder of any charge to disturb the occupation and possession of the Premises by the Tenant as long as the Tenant preforms its obligations under this lease.

## 15. RULES AND REGULATIONS

The Tenant agrees on behalf of itself and all persons entering the Premises with the Tenant's authority or permission to abide by such reasonable rules and regulations that form part of this Lease and as the Landlord may make from time to time.

## 16. NOTICE

- (1) Any notice required or permitted to be given by one party to the other pursuant to the terms of this Lease may be given

To the Landlord at:

1 Main Street South, Kenora, Ontario

To the Tenant at the Premises or at the Tenant's head office at:

1340 Pickering Parkway, Suite 101, Pickering, Ontario  
Attn: Nicole McNeill, VP and CFO

- (2) The above addresses may be changed at any time by giving ten (10) days written notice.
- (3) Any notice given by one party to the other in accordance with the provisions of this Lease shall be deemed conclusively to have been received on the date delivered if the notice is served personally or seventy-two (72) hours after mailing if the notice is mailed.

## 17. REGISTRATION

The Tenant shall not at any time register notice of or a copy of this Lease on title to the property of which the Premises form part without consent of the Landlord which will not be unreasonably withheld or delayed.

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**18. GENERAL**

- (1) Time shall be of the essence of this Lease and each and every part hereof.
- (2) The agreement arising from acceptance of this Lease shall be governed by and construed in accordance with the laws of Ontario.
- (3) The words importing the singular number only shall include the plural, and vice versa, and words importing the masculine gender shall include the feminine gender, and words importing persons shall include firms and corporations and vice versa.
- (4) Unless the context otherwise requires, the word "Landlord" and the word "Tenant" wherever used herein shall be construed to include the executors, administrators, successors and assigns of the Landlord and Tenant, respectively.
- (5) When there are two or more tenants bound by the same covenants herein contained, their obligations shall be joint and several.

In Witness of the foregoing covenants the Landlord and the Tenant have executed this Lease.

**THE CORPORATION OF THE CITY OF KENORA**

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

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

**MUNICIPAL PROPERTY ASSESSMENT CORPORATION**

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

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

# SCHEDULE A

To Lease made between

The Corporation of the City of Kenora

The Landlord

And

MUNICIPAL PROPERTY ASSESSMENT CORPORATION

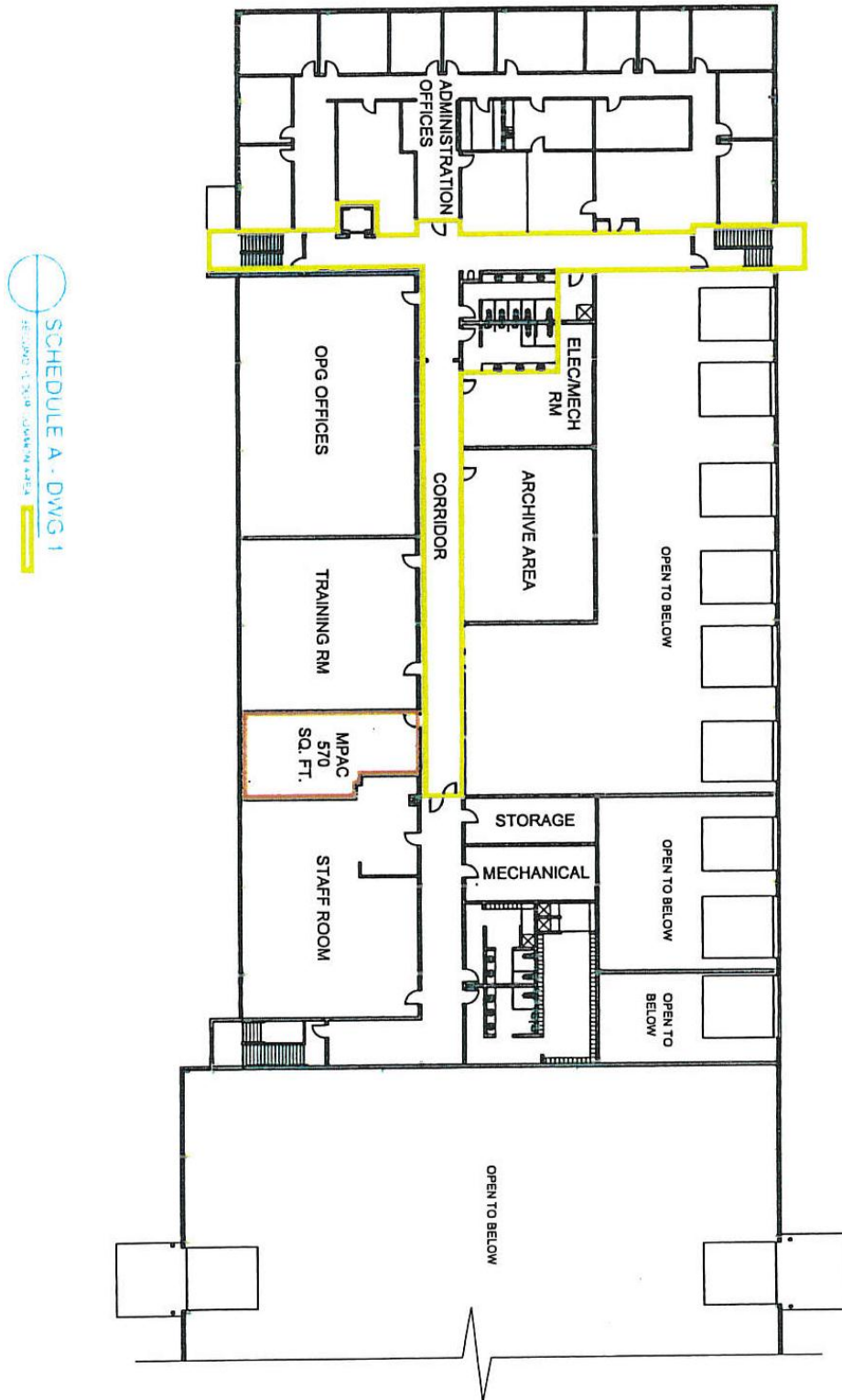
The Tenant

The "Premises" is outlined in Red.

The "Compound" is outlined in Black

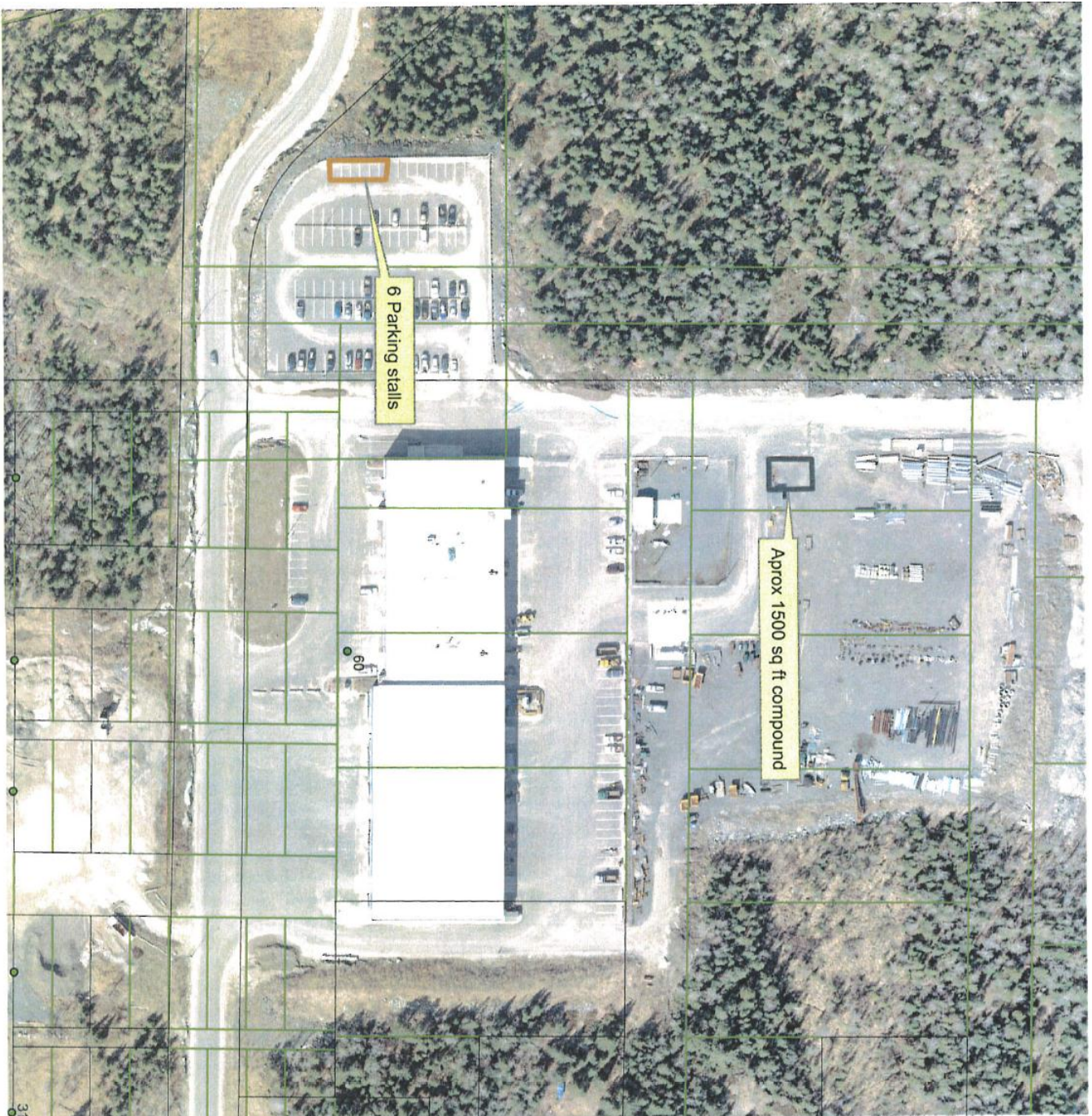
The "Common Area" is outlined in yellow.

The 'Staff Parking Area" is outlined orange.



Continued:

### Schedule A



## SCHEDULE B

### 1. HARMOIZED SALES TAX

Notwithstanding any other provisions of this lease to the contrary, the Tenant shall pay to the Landlord, an amount equal to any and all Harmonized and sales taxes, sales taxes, value added taxes, or any other taxes imposed on, or collectible by, the Landlord with respect to rents, additional rents or any other amounts payable by the Tenant to the Landlord under this lease, whether characterized as a goods and services tax, sales tax, value added tax or otherwise (herein called "Sales Taxes", it being the intention of the parties that the Landlord shall be fully reimbursed by the Tenant with respect to any and all Sales Taxes payable or collectible by the Landlord. The amount of such Sales Taxes so payable or collectible by the Landlord shall be calculated by the Landlord in accordance with the applicable legislation and shall be paid to the Landlord at the same time as the amounts to which such Sales Taxes apply are payable to the Landlord under the terms of this Lease or upon demand at such time or times as the Landlord from time to time determines. Notwithstanding any other provision in this lease to the contrary, the amount payable by the Tenant under this paragraph shall be deemed not to be rent or additional rent, but the Landlord shall have all of the same remedies for the rights of recovery of such amount as it has for recovery of rent under this lease.

### 2. NOT TO ENCUMBER TITLE

The Tenant shall not do any act which shall in any way encumber the title of the Landlord in and to the demised premises, nor shall the interest or estate of the Landlord in the demised premises be in any way subject to any claim by way of lien or encumbrance, whether by operation of law or by virtue of any express or implied contract by the Tenant. The Tenant will not permit the demised premises to become subject to any mechanics', labourers', or material man's lien on account of labour or material furnished to the Tenant or claimed to have been furnished to the Tenant in connection with work of any character performed or claimed to have been performed on the demised premises by or at the direction or sufferance of the Tenant; provided, however, that the Tenant shall have the right to contest in good faith and with reasonable diligence, the validity of any such lien or claimed lien if the Tenant shall make adequate security arrangements to insure payment thereof and to prevent any sale, foreclosure or forfeiture of the demised premises by reason of non-payment thereof; provided, on final determination of the lien or claim for lien, the Tenant will immediately pay any judgment rendered, with all proper costs and charges, and will, at its own expense, have the lien released and any judgment satisfied. In case the Tenant shall fail to contest the validity of any lien or claimed lien and make security arrangements to insure payment thereof, or having commenced to contest the same and having given such security shall fail to prosecute such contest with diligence, or shall fail to have the same released and satisfy any judgment rendered thereon, then the Landlord may, at its election (but shall not be required so to do) and after Twenty (20) business days written notice to the Tenant, remove or discharge such lien or claim for lien (with the right, in its discretion, to settle or compromise the same), and any amounts advanced by the Landlord for such purposes shall be so much additional rental due from the Tenant to the Landlord at the next rent day after any such payment.

### 3. COMMON AREA

The Tenant shall have use of the common area as shown on Schedule A ("Common Areas"), but subject to rules that are mutually agreed upon from time to time, but which rules shall always include the rules attached to this Lease.

# SCHEDULE C

1. The Landlord shall be responsible for the following:
  - (a) Gas, hydro, water and sewer services supplied to the Premises (to be included in Operating Costs of which a proportionate share shall be payable by the Tenant);
  - (b) Snow plowing of roadways, laneways, parking areas, sidewalks and walkways adjacent to and serving the Building (to be included in Operating Costs of which a proportionate share shall be payable by the Tenant);
  - (c) Janitorial services for the premises (to be included in Operating Costs of which a proportionate share shall be payable by the Tenant);
  - (d) Building maintenance, repair and replacement (to be included in Operating Costs of which a proportionate share shall be payable by the Tenant);
  - (e) Providing 6 designated parking spaces in staff parking as illustrated in Schedule A (at no additional fee payable by the Tenant);
  - (f) Elevator service and accessibility to the second floor (to be included in Operating Costs of which a proportionate share shall be payable by the Tenant);
  - (g) Providing 24 hour accessibility to the Building;
  - (h) Maintaining, repairing and replacing HVAC (at the Landlord's sole cost and expenses, not to be included in Operating Costs or Additional Rent); and
  - (i) The provision of a phone supported by the Landlord's phone system in the main lobby of the Premises and another within the Tenant's Premises (at the Landlord's sole cost and expenses, not to be included in Operating Costs or Additional Rent save and except for the initial installation and hardware purchase specific to these phones, and any repairs to that hardware, which shall be at the Tenants' expense).

## **Landlords' Work:**

The Landlord shall complete the leasehold improvement work necessary to provide the Tenant with a turn-key Premises on the Commencement Date or at a subsequent date as agreed to by the Tenant (the "**Landlord's Work**"), in accordance with the following:

- 1) The Landlord shall provide at its sole expense to the Tenant (i) immediately upon acceptance of this Lease and (ii) at any time during the term upon two weeks' notice given by the Tenant all existing structural, mechanical and electrical drawings for the Building and Premises that are currently in the Landlord's possession in cad form.
- 2) The Landlord shall assume responsibility for the installation of the Tenant's leasehold improvements and deliver to the Tenant a reasonable quote for the total cost related to the leasehold improvement work (including mechanical consulting fees, electrical consulting fees, contractor/subcontractor fees and permit fees) for approval by the Tenant prior to the commencement of any leasehold improvement work. The total cost, once approved by the Tenant, shall be payable by the Tenant to the Landlord as a lump sum payment within 30 days of Tenant's approval of the completed work and receipt and approval of an invoice from the Landlord and for clarity such cost is not to be included in Operating Costs or Additional Rent. The Landlord shall carry out the leasehold improvement work and will project manage this work at no additional cost or expense to the Tenant and the Tenant shall be permitted to visit and inspect such work.
- 3) The Landlord's Work shall be completed in accordance with the Tenant's design standards (to be provided by the Tenant to the Landlord at the Tenant's cost).
- 4) The Landlord shall engage mechanical and electrical engineering consultants to complete the mechanical and electrical drawings where required to ensure the Tenant's design standards and Building Code requirements are adhered to. The Tenant shall have an opportunity to review and approve the mechanical and electrical drawings to ensure its design standards have been met.
- 5) The Landlord shall be responsible for the building and occupancy permits and to provide the Tenant a copy of such permits in advance of the Commencement Date.

## **Tenant Improvements:**

- 1) The Tenant shall have the option to install its own improvements within the Premises from time-to-time ("**Tenant's Improvements**").
- 2) The Tenant shall at its own expense prepare a floor plan which the Landlord must approve acting reasonably, within ten (10) days of the request for approval submitted by the Tenant to the Landlord.
- 3) The Tenant will coordinate and construct such Tenant's Improvements required to renovate the Premises and install its trade fixtures as per the Tenant's needs. The Tenant shall be responsible for all costs of the Tenant's Improvements and trade fixtures in the Premises including the contractors, subcontractors and suppliers to be retained by the Tenant, obtaining all necessary approvals and permits, and preparing all drawings, which drawings shall comply with all applicable municipal by-laws and shall be subject to written approval by the Landlord (which approval will not be unreasonably withheld, delayed or conditioned) prior to commencing any Tenant's Improvements.
- 4) The Landlord shall not charge the Tenant with any supervision or administration fees regarding installation of the Tenant's Improvements.



### **SCHEDULE OF RULES AND REGULATIONS FORMING PART OF THIS LEASE**

The Tenant shall observe the following Rules and Regulations (as amended, modified or supplemented from time to time by the Landlord as provided in this Lease):

1. The sidewalks, entrances, elevators, stairways and corridors of the building shall not be obstructed or used by the Tenant, its agents, servants, contractors, invitees or employees for any purpose other than access to and from the Building and the Premises.
2. The floors, sky-lights and windows that reflect or admit light into passageways or into any place in the Building shall not be covered or obstructed by the Tenant, and no awnings shall be put over any window (externally).
3. The toilets, sinks, drains, washrooms and other water apparatus shall not be used for any purpose other than those for which they were constructed, and no sweepings, rubbish, rags, ashes or other substances, such as chemicals, solvents, noxious liquids or pollutants shall be thrown therein, and any damage resulting to them from misuse shall be borne by the Tenant by whom or by whose employees, agents, servants, contractors or invitees the damage was caused.
4. The Tenant shall not perform any acts or carry on any activity which may damage the Premises or the Common Areas or be a nuisance to any other tenant or the Landlord.
5. No animals or birds shall be brought into the building or kept on the Premises.
6. The Tenant shall not mark, drill into, bore or cut or in any way damage or deface the walls, ceilings or floors of the Premises. No wires, pipes or conduits shall be installed in the premises without prior written approval of the Landlord. No broadloom or carpeting shall be affixed to the Premises by means of a non-soluble adhesive or similar products.
7. No one shall use the Premises for sleeping apartments or residential purposes, for the storage of personal effects or articles other than those required for business purposes, or for any illegal purpose.
8. The Tenant shall not use or permit the use of any objectionable advertising medium such as, without limitation, loudspeakers, public address systems, sound amplifiers, radio, broadcast or television apparatus within the building which is in any manner audible or visible outside of the Premises.
9. The Tenant must observe strict care not to allow windows to remain open so as to admit rain or snow, or so as to interfere with the heating of the Building. The Tenant neglecting this rule will be responsible for any damage caused to the property of other tenants, or to the property of the Landlord, by such carelessness. The Tenant, when closing the Premises, shall close all windows and lock all doors.
10. The Tenant shall not without the express written consent of the Landlord, which consent is not to be unreasonably withheld, place any additional locks upon any Common Area doors of the Building and shall not permit any duplicate keys to be made therefor; but shall use only additional keys obtained from the Landlord, at the expense of the Tenant, and shall surrender to the Landlord on the termination of the Lease all keys of the Premises.
11. No inflammable oils or other inflammable, toxic, dangerous or explosive materials shall be kept or permitted to be kept in or on the Premises.
12. No bicycles or other vehicles shall be brought within the Premises or upon the Landlord's property, including any lane or courtyard, unless otherwise agreed in writing.
13. Nothing shall be placed on the outside of windows or projections of the Premises. No air-conditioning equipment shall be placed at the windows of the Premises without the consent in writing of the Landlord.
14. The moving of all heavy equipment and office equipment or furniture shall occur only between 6:00 p.m. and 8:00 a.m. or any other time consented to by the Landlord and the persons employed to move the same in and out of the Building must be acceptable to the Landlord. Safes and other heavy equipment shall be moved through the Premises and Common Areas only upon steel bearing plates. No deliveries requiring the use of an elevator for freight purposes will be received into the building or carried on the elevators, except during hours approved by the Landlord.
15. Canvassing, soliciting and peddling in the Building is prohibited.
16. The Tenant shall first obtain in writing the consent of the Landlord to any alteration or modifications to the electrical system in the Premises and all such alterations and modifications shall be completed at the Tenant's expense by an electrical contractor acceptable to the Landlord.
17. The Tenant shall not install or erect on or about the Premises television antennae, communications towers, satellite dishes or other such apparatus without the prior written approval of the Landlord.
18. The Landlord shall have the right to make such other and further reasonable rules and regulations and to alter, amend or cancel all rules and regulations as in its judgment may from time to time be needed for the safety, care and cleanliness of the Building and for the preservation of good order therein and the same shall be kept and observed by the Tenant, its employees, agents, servants, contractors or invitees. The Landlord may from time to time waive any such rules and regulations as applied to particular tenants and is not liable to the Tenant for breaches thereof by other tenants.
19. The Tenant shall have the right to use the reception area located on the second floor to meet clients.
20. The Tenant shall have the right to reserve board room(s) and training room(s) of the Operations Centre when available accessed via booking with City personal.
21. The Tenant shall be permitted to use the Building access security card system accessing the Common Areas and leased space of the [Operations Center](#).
22. The Tenant shall be responsible for the purchase and replacement of all access cards to the Operations Center.
23. The Tenant shall be responsible for any communications hardware located in the main entry which may include but not limited to supply, installation and maintenance of said equipment (save and except for the phone detailed in Schedule C 1 (i)).

**February 24, 2015**

## **City Council Committee Report**

**To: Mayor and Council**

**Fr: Tara Rickaby, Planning Administrator**

**Re: Transfer of lands to City of Kenora – Part 2 Plan 23R-12358**

### **Recommendation:**

That the Council of the City of Kenora hereby accepts lands described as Part 2, Plan 23R-12358, to be entered into its inventory for municipal purposes; and further

That the City of Kenora will pay \$2 + legal/transfer fees for the property; and further

That the current owners agree and undertake that future development of a roadway will be the responsibility of the developer and any agreement of purchase and sale will so indicate; and further

That the Mayor and Clerk be authorized to execute all documents associated with the transfer; and further

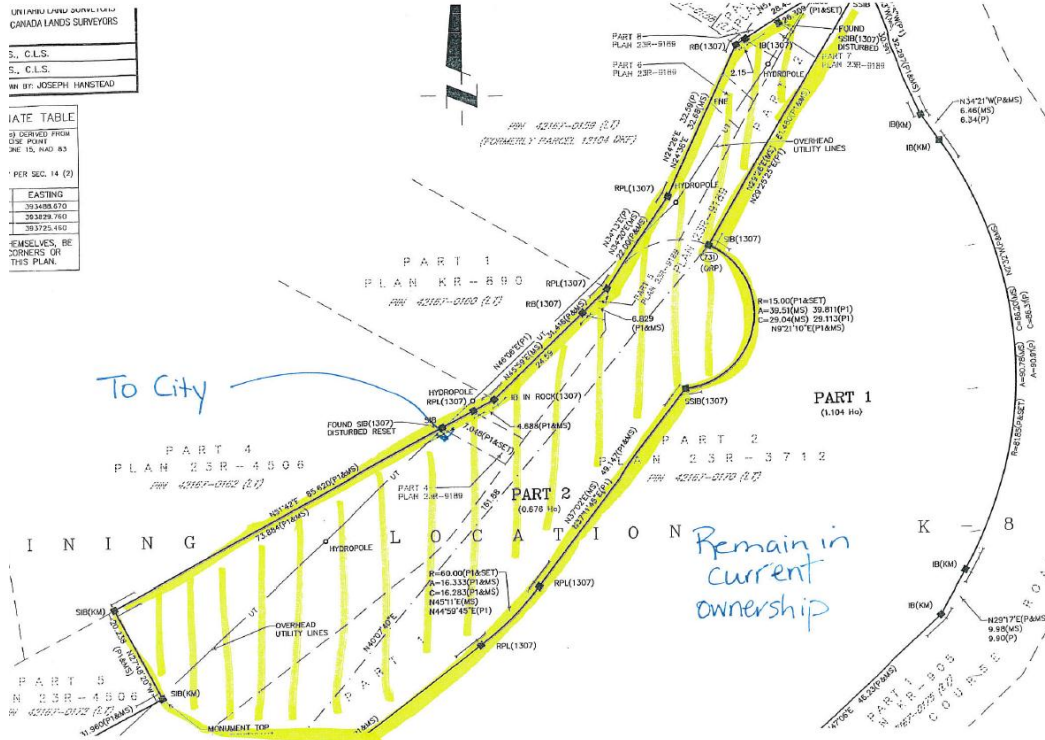
That Council gives three readings to a bylaw for this purpose.

### **Background:**

In 2014, the ownership of lands located between Golf Course Road and Bayridge Road approached the City to discuss the transfer of lands which were originally identified in the course of the land division process in 1994. The lands were identified as important to the City as municipal sewer and water, and Kenora Hydro, infrastructure is located within the lands. The location of the infrastructure was part of the land division in 1994.

The City paid for the surveying of the two parts in order to transfer part 2 (shown in red). Part 1 will remain in the current ownership. The two parties have agreed that future roadway development will be at the cost of the developer. The staff recommendation is that any agreement of purchase and sale, between the current owner and a purchaser, must indicate this.





**Budget/Finance Implications:**

Legal/transfer costs, survey costs from Operations Operating Budget.

**Communication Plan/Notice By-law Requirements:**

Notice per By-law and Operations Manager, GIS Specialist, Property and Planning, Sewer/Water Supervisor, Municipal Solicitor

**Strategic Plan or other Guiding Document:**

Strengthening the City's foundation by to ensuring certainty, security and long-term stability of our systems





**CORPORATION OF THE CITY OF KENORA  
NOTICE OF COMPLETE APPLICATION AND PUBLIC MEETING FOR AN AMENDMENT TO ZONING BY-LAW No.160-2010 SECTION 34 OF THE PLANNING ACT, RSO 1990**

**TAKE NOTICE** that the City of Kenora Property and Planning Committee of Council will hold a public meeting on **Tuesday, March 10, 2015 at the City of Kenora Council Chambers, 1 Main Street South, Kenora, at 11:00 a.m.**, to consider a proposed zoning by-law amendment under Section 34 of the *Planning Act*. An explanation of the purpose and effect of this Amendment, describing the lands to which this Amendment applies, and a key map showing the location of the Subject Lands to which this Amendment applies are set out herein. The complete Amendment is available for inspection at the Kenora Operations Centre, 60 Fourteenth Street North, 2nd Floor, during regular office hours. Please quote File No. Z02/15 Pedersen. Please contact Tara Rickaby at 807-467-2059 to make an appointment if you wish to review the application.

If a person or public body does not make oral submissions at a public meeting or make written submissions to the Council of the City of Kenora before the by-law is passed, the person or public body is not entitled to appeal the decision of the Council of the City of Kenora to the Ontario Municipal Board.

If a person or public body does not make oral submissions at a public meeting, or make written submissions to the Council of the City of Kenora before the by-law is passed, the person or public body may not be added as a party to the hearing of an appeal before the Ontario Municipal Board unless, in the opinion of the Board, there are reasonable grounds to do so.



**Purpose:** To amend the Zoning By-law 160-2010 specifically on property indicated on the key map and described as 616 and 628 Anderson Road, Kenora JAFFRAY CON 8 N PT LOT 1 PCL 2226 DKF from RU to RU[32] notwithstanding any other provisions of the By-law, on lands noted by [32] on the Schedules to the By-law the lands shall be zoned to permit EP – Environmental Protection uses and a reduced frontage on the Anderson Road.

**Effect:** To meet the condition of Consent Application No. B06/14 Pedersen.

Dated at the City of Kenora this 12<sup>th</sup> day of February, 2015.

Signed, Tara Rickaby, AMCT, Planning Administrator, 60 Fourteenth St N, 2nd Floor, Kenora, ON P9N 4M9  
807-467-2059

## **Planning Report**

### **Z02/15 Pedersen**

**March 10, 2015**

#### **Introduction**

Tom Carten, Agent for the property owners, Kjell Pedersen, Einar Pedersen, Inger Lavergne, Torunn McC Calder, and Linda Newman, has made an application to amend Zoning By-law No. 160-2010, as amended, as a condition of approval of draft consent to create three (3) new residential lots on the Winnipeg River. The subject site is designated Rural Area in the City of Kenora Official Plan, 2010. The subject site is currently zoned RU – Rural.

The Kenora Planning Advisory Committee gave conditional approval to the creation of three new lots (B06/14 Pedersen) with the following as one of the conditions:

That the areas indicated in the Fish Habitat Assessment Spring 2014 – Kenora Resource Consultants Ryan Haines B.Sc which are not to be developed, in order to protect a fishery/spawning area, be zoned to EP – Environmental Protection, and to permit the retained lot to have a reduced frontage on Anderson Road while ensuring that the new lots each have a minimum of 11 metres, per the zoning by-law provisions.

#### **Description of Subject Lands and Context**

- The property is approximately 24 ha in size;
- The property is zoned RU – Rural;
- There is one single family dwelling located on the property and one accessory garage;
- The property is accessed by two existing driveways, from Anderson Road;
- There is an existing septic field;
- There is approximately 455m m of frontage on the Winnipeg River, facing west and south;
- The property has two cleared areas but is largely undeveloped, with the exception of trails

The surrounding land uses are as follows:

North: Rural Area, large acreage – Rural residential uses

South: Winnipeg River and Rural Area – Rural residential uses

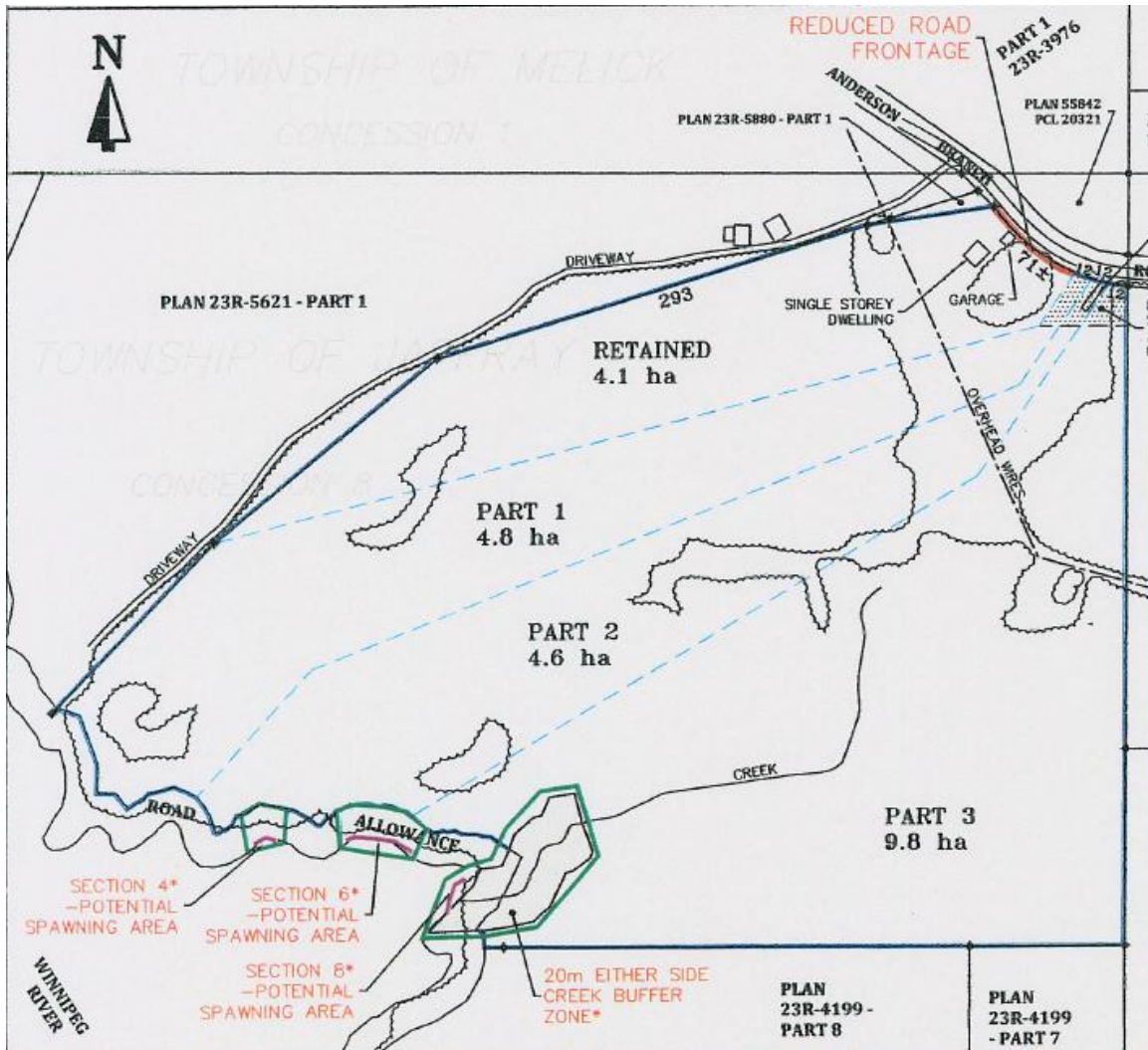
East: Rural Area – Rural residential uses

West: Winnipeg River

#### **Description of Proposed Development**

The applicant proposes to amend Zoning By-law No. 160-2010, as amended by changing the zoning from RU - Rural to the following:

1. Shoreline areas abutting an indented fisheries value to be zoned "Environmental Protection" – EP; and
2. Permitting an exception for the frontage on the Anderson Road for the retained lot to permit reduced frontage for that lot and ensure that the new lots each have not less than 11 metres of frontage on the Anderson Road.



**Comments from External Agencies**

The application was circulated per the requirements of the *Planning Act* and the following comments were received:

Agencies	Comments Received
	None to date (Feb 25, 2015)

Agencies - B06/14	Comments Received
Northwestern Health Unit – August 25, 2014 – Doug Vergunst, CBO	A site inspection was conducted with the family last week and we are ok with all four lots. Three have water front where the future building location will likely be by the water and the fourth has an older small home close to the road serviced by

	<p>minimal systems. There is area in relative close proximity to the four future build sites to install a future septic system. The topography is rolling with both open and wooded areas. There are areas of exposed bedrock and deep clay soils. The lots are huge so the meandering creek through Parts 2 &amp; 3 is not an issue for clearance setback distances. We have no objections to the proposed consent.</p>
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**Comments from the Public** – No response to date. No appeal of decision of conditional approval of B06/14 Pedersen.

**Comments from City Departments:**

<b>Departments Circulated</b>	<b>Comments Received</b>
Planning Department	Planning issues dealt with by PAC No objections
Building Department	
Roads Department	
Sewer & Water Department	N/A
Kenora Hydro	N/A
Kenora Fire & Emergency Services	City Fire has no objections
Heritage Kenora	
Engineering Department	Will need to ensure the common entrance easement doesn't fall through the cracks and Anderson Road ROW has been obtained from the applicants if applicable. *** Note from Planning Dept – a reciprocal easement is a condition of approval of the lot creation

**Official Plan and Zoning By-Law**

The Official Plan designation is Rural Area. Policy 4.8.1 permits limited residential development in the Rural Areas.

The Official Plan includes a list of Guiding Principles and Objectives, one of which is Principle 2. Sustainable Development – one of its objectives is to permit limited residential growth in the Rural Area, where lot size and configuration can support private water supply and sanitary sewage systems, and the development would be compatible with the character of the land use in the surrounding area.

Principle 7 – Neighbourhood Design includes objectives to promote built form that may address the needs of present and future generations (i.e. live, work, play) and to ensure that all aspects (e.g. buildings, streetscapes, landscapes) contribute to everyday living in a positive manner.





road, where possible. The applicant would assume all related surveying and transfer costs.

- 6) That the areas indicated in the Fish Habitat Assessment Spring 2014 – Kenora Resource Consultants Ryan Haines B.Sc which are not to be developed, in order to protect a fishery/spawning area, be zoned to EP – Environmental Protection, and to permit the retained lot to have a reduced frontage on Anderson Road while ensuring that the new lots each have a minimum of 11 metres, per the zoning by-law provisions.
- 7) That reciprocal easements be approved in accordance with the sketch provided, in order to provide access/egress from and to the Anderson Road for Lots 1, 2 and 3; and that a fee of \$100 per easement agreement be paid by the applicant per the City of Kenora Tariff of Fees By-law.
- 8) That the payment of any outstanding taxes, including penalties and interest (and any local improvement charges if applicable) shall be paid to the City of Kenora.
- 9) That prior to endorsement of the deeds, the Secretary-Treasurer shall receive a letter, from the owner or owner's Agent/Solicitor, confirming that conditions #1 through 8 have been fulfilled. Clearance letters from the City of Kenora and external agencies are to be included.

**Carried**

**Planning Recommendation:**

That the proposed zoning by-law amendment Z02/15 Pedersen, to amend the Zoning By-law 160-2010, as amended, for the property described as 616 & 628 Anderson Branch Road, Kenora, ON P9N 4J9, CON 8J N PT LOT 1 PCL2226, City of Kenora, District of Kenora from RU to RU[32] notwithstanding any other provisions of the By-law, on lands noted by [32] on the Schedules to the By-law the lands shall be zoned to permit EP – Environmental Protection uses and a reduced frontage on the Anderson Road as the application is consistent with the Provincial Policy Statement (2005), and meets the purpose and intent of both the City of Kenora Official Plan (2010) and Zoning By-law No. 160-2010, as amended for the reasons outlined in the planning report.