### THE CORPORATION OF THE TOWN OF COBALT

#### **REGULAR MEETING OF COUNCIL COBALT COUNCIL CHAMBERS** TUESDAY, April 7, 2015, 6:30pm AGENDA

1.	Adoption of the Agen a) Adoption of the	i <b>da</b> Agenda dated Ap	ril 7, 2015	Res 15-059
2.	Declaration of Conflic	t or Pecuniary In	terest	
3.	Adoption of the Minu a) Minutes of the		f Council of March 17, 2015	Res 15-060
4.	<b>Business Arising Fro</b>	<u>m The Minutes</u>		
5.	Presentations and De	elegations		
6.	<b>Reports</b> , Resolutions	and Discussion	Items presented by Council Committees	
	6.1 Mayor's Update a) Breach of Conf	identiality		
			Arena Review Committee Report	Res 15-061 Res 15-062
	b) Amnesty Week		bliance Report & Municipal Summary Report ED Street Lights Conversion Project	Res 15-063 Res 15-064 Res 15-065
	6.4 Culture, Tourism	and Heritage		
	6.5 Economic Develo a) CCL Economic	opment and Prop Development Offi		Res 15-066
	6.6 Housing and So	cial Services		
	6.7 Festivals and Re a) Hoist Room Me	e <b>creation</b> embership for Cour	ncil	
	6.8 Outside Boards, a) Transit		<b>Commissions</b> Procurement for two 9-meter buses	Res 15-067
7.	Schedule of Account			_
	a) Motion to pay a	ccounts as per att	ached schedules 15-07 & 15-08	Res 15-068
8.	Correspondence for	<u>Council Commen</u>	<u>t</u> Res 15-	-069 & 15-070
	March 2/15 Association Francaise de	Canadienne- e L'Ontario	Location de la salle communautaire de Cobalt – Cobalt Community Hall location	15-34

Page 1 of 2

A	. A	Cabalt Mining Museum	Operations and Einspeich Diana	
Apri	II 1,	Cobalt Mining Museum	Operations and Financial Plans	
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201	5			
201	5			

#### 9. <u>Correspondence for Council Information</u>

#### Res 15-071

March 2/15	Ministry of Agriculture, Food and Rural Affairs	Ontario Community Infrastructure Fund (OCIF) Formula Component – Contribution Agreement	15-35
March 5/15	Communities in Bloom	Invitation to participate in a program that will showcase, involve and benefit your community	15-36
March 12/15	Ministry of Education	2015 Proportions of Enrolment for purposes of Education Act	15-37
March 17/15	Government of Ontario	Inspection of Approved (2015-2016) Annual Work Schedule - Temagami Management Unit	15-38
March 17/15	Government of Ontario	Inspection of Approved 2015-2016 Annual Work Schedule Sudbury Forest	15-39
March 17/15	David Brydges, Vivian Hylands	Arena review	15-40
March 18/15	Ontario Municipal Water Association	OMWA membership	15-41
March 19/15	Ernie Hardeman, PC Critic for Municipal Affairs and Housing	Housing Service Corporation Accountability Act	15-42
March 19/15	Ontario Provincial Police	Planned Launch of OPP Text with 9-1-1 Service	15-43
March 23/15	Ministry of Finance	Education Property Tax Rates	15-44
March 23/15	Little Claybelt Homesteaders Museum	Sponsorship donation for 2015	15-45
March 27/15	Theresa Tasse	Request for No-Charge use of the Community Hall for the Stand Up Program	15-46
March 27/15	Dave Hemingway – Charter Challenge	Request for financial support for the Charger Challenge of Ontario's wind turbine approval process	15-47
March 25/15	ESCSM	Awards and Bursary request for the 2015 Commencement Exercise	15-48
March 30/15	Patent & Trademark Organization	Trademark renewal	15-49

#### 10. By-laws

a) 2015-009: FedNor Funding Agreement – Economic Development Officer

Res 15-073

#### 11. On-going Business

- 12. Notice of Motion
- 13. <u>Closed Session</u>

### 14. <u>Other Business</u>

a) CAO attendance at Spring Zone 8 Meeting

#### 15. <u>Confirmation By-Law</u>

16. Adjournment

Res 15-074

Res 15-075

Res 15-076

### THE CORPORATION OF THE TOWN OF COBALT

#### REGULAR MEETING OF COUNCIL COBALT COUNCIL CHAMBERS TUESDAY, MARCH 17, 2015 MINUTES

MINUTES OF THE REGULAR COUNCIL MEETING HELD TUESDAY, MARCH 17, 2015 COMMENCING AT 6:30 PM.

#### PRESENT:

T. Sartoretto	Mayor
S. Nielsen	Councillor
P. Wuest	Councillor
	<b>•</b> •••

- R. Schwartz Councillor
- G. Othmer Councillor
- M. Harrison Councillor

ABSENT:

- G. Bigelow Councillor
- STAFF: Candice Bedard, CAO, Victor Legault, Public Works Director, Dale Taylor, Deputy Clerk Treasurer

The meeting was called to order at 6:30 pm by Mayor T. Sartoretto

#### ADOPTION OF THE AGENDA

15-049 MOVED BY: G. Othmer SECONDED BY: M. Harrison BE IT RESOLVED THAT: The regular council meeting Agenda dated March 17, 2015 be adopted as presented.

CARRIED

#### DECLARATION OF CONFLICT OR PECUNIARY INTEREST

Perry Wuest declared a conflict of interest item 6.5 a) Sale of the Train Station

#### ADOPTION OF THE MINUTES

15-050 MOVED BY: M. Harrison SECONDED BY: G. Othmer BE IT RESOLVED THAT: The Minutes of the Regular meeting of Council held on February 3, 2015 be adopted as presented.

CARRIED

#### **BUSINESS ARISING FROM THE MINUTES**

None

#### PRESENTATIONS AND DELEGATIONS

None.

#### **REPORTS, RESOLUTIONS AND DISCUSSION ITEMS PRESENTED BY COUNCIL COMMITTEES**

#### 6.1 Mayor's Update

a) World Autism Day 15-051 MOVED BY: G. Othmer SECONDED BY: M. Harrison

WHEREAS World Autism Awareness Day will be recognized on April 2nd, 2015, in Canada thanks to Liberal Senator Jim Munson's Bill S-206, An Act Respecting World Autism Awareness Day; and WHEREAS Autism Spectrum Disorder (ASD) affects more than 100,000 Ontarians. Autism Spectrum Disorder is now recognized as the most common neurological disorder affecting 1 in every 94 children, as well as their friends, family and community; and WHEREAS ASD is a spectrum disorder, which means it not only manifests itself differently in every individual in whom it appears, but its characteristics will change over the life of each individual as well. A child with ASD will become an adult with ASD; and WHEREAS Autism Ontario (formerly Autism Society Ontario) is the leading source of information and referral on autism and one of the largest collective voices representing the autism community. Since 1973, Autism Ontario has been providing support, information and opportunities for thousands of families across the province; and WHEREAS Autism Ontario is dedicated to increasing public awareness about autism and the day-to-day issues faced by individuals with autism, their families, and the professionals with whom they interact. The association and its chapters share common goals of providing information and education, supporting research, and advocating for programs and services for the autism community; and

**BE IT RESOLVED THAT:** Council of the Corporation of the Town of Cobalt hereby declares April 2<sup>nd</sup> as Autism Awareness Day.

#### CARRIED

Mayor Sartoretto reported on the Community Hub workshop that was held on March 11, 2015. The event was well attended by a wide range of community services agencies. The Hub concept is centered on interagency cooperation to host targeted interventions in an effort to resolve critical cases and as a means of crisis management. A consultant from North Bay administered the workshop which was very informative.

#### 6.2 Finance and Public Safety

#### a) Arena Review Committee

Councillor Othmer reported on the progress of arena review committee which met on March 13, 2015. Invited guests included representatives from the two main user groups, Cobalt-Coleman Figure Skating Club as well as the Temiskaming Shores Minor Hockey Association. Given a significant decline in usage, these groups were asked about their anticipated usage for the next arena season.

Mayor Sartoretto reminded the committee that the objective of the review was to consider the operations shortfall and what could be done, if anything, to mitigate the deficit. At this time, the primary concern is for the residents of Cobalt, as they bare this rising cost.

The next Arena Review Committee meeting will be held on March 27, 2015 at 9:30am.

#### 6.3 Public Works and Safety

#### a) Winter Operations Update

The CAO reported that the public works department is continuing to respond to winter events such as snow and icy conditions, water and sewer line freezes, while also preparing for the spring thaw by removing snow and prepping man holes for the runoff.

#### 6.4 Culture, Tourism & Heritage

Councillor Harrison reported that the Mining Museum is considering staffing options as their long-time employee, Anne Frabonni, has announced her departure. He also provided an update from the Bunker which is working on an application for a WWI funding opportunity, and which recently hosted a film crew of a music video. Councillor Harrison also reported that despite inquiries being made on the schedule of their Board meetings, there has been no response.

#### 6.5 Economic Development & Property Management

#### a) Train Station

Councillor Wuest has met with the CAO to produce a detailed inventory with photos of the artifacts in the Welcome Centre. It is anticipated that the sale of the station will close later this week.

#### 6.6 Housing & Social Services

Councillor Schwartz reported that an initial meeting of the housing and social services advisory group was held in anticipation of many more as this group is intended to help frame the Town's initiatives.

#### 6.7 Recreation

Councillor Nielsen reported that the recreation committee met last night to discuss the annual budget and events list. The committee also addressed volunteer training and discussed the recreation survey. Councillor Nielsen announced that she would like to organize a neighbourhood day perhaps in conjunction with Councillor Schwartz.

#### **Outside Boards, Committees and Commissions**

#### a) Transit Committee

Councillor Schwartz reported on the transit committee's meetings with the transit drivers, in which some constructive feedback was received and made clear the need for increased communication. The drivers listed some concerns specific to Cobalt including snow removal at shelters and the challenge with stopping in downtown Cobalt with no designated bus zone.

#### SCHEDULE OF ACCOUNTS

15-052MOVED BY:M. HarrisonSECONDED BY:G. Othmer

#### **BE IT RESOLVED THAT:**

1. That the accounts as per Schedule No. 15-05 in the amount of \$109,266.68 be approved as paid in the month of February, 2015.

2. That the accounts as per Schedule No. 15-06 in the amount of \$116,750.87 be paid after receiving Council approval.

#### CORRESPONDENCE FOR COUNCIL COMMENT

#### **CORRESPONDENCE FOR COUNCIL INFORMATION**

15-053 MOVED BY:

M. Harrison

SECONDED BY: G. Othmer

BE IT RESOLVED THAT: The correspondence for Council Information items be noted, filed and recorded in the minutes of this meeting.

CARRIED	CA	RR	IE	D
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		0, 4 4 4 2 5	
Feb 17/15	Faculty of Arts and Social	Copy of book The Proposal Economy:	15-29
	Sciences	Neoliberal Citizenship in "Ontario Most	
		Historic Town"	
Feb 19/15	Wolters Kluwer Quebec Ltee	Manual for Elected Municipal Officials –	15-30

Minutes for the Regular Meeting of Council on March 17, 2015

	Ontario Order Form		
Feb 24/15	Ministry of Agriculture, Food and Rural Affairs	2015 Premier's Award for Agri-Food Innovation Excellence program	15-31
Feb 24/15	Temiskaming Shores & Area Chamber of Commerce	2015 Annual Dinner and Business Awards	15-32
Feb 25/15	John Vanthof, MPP	The use of Utility Transportation Vehicles on class 2 Highways	15-33

#### **BY-LAWS**

a) By-law 2015-007: Amendment to by-law 2006-017 Building Permit Fees 15-054

MOVED BY: M. Harrison SECONDED BY: P. Wuest

BE IT RESOLVED THAT: By-law No. 2015-007, being a by-law to adopt an amendment to By-law 2006-017 Building Permits and Fees, of the Corporation of the Town of Cobalt, be taken as read a first, second and third time and finally passed this 17th day of March 2015; AND FURTHER THAT: the said by-law be signed by the Mayor and CAO and recorded in the by-law book.

CARRIED

#### **ON-GOING BUSINESS**

None.

#### NOTICE OF MOTION

None.

#### **CLOSED SESSION**

a) 15-055 MOVED BY: R. Schwartz

SECONDED BY: P. Wuest

BE IT RESOLVED THAT: this Regular Council Meeting proceed in Camera at 7:31 p.m. under section 239 of the Municipal Act, 2001 as amended in order to address a matter pertaining to subsection:

- ☑ (2)(a) Security of the property of the municipality Fraser Housing Complex
- ☑ (2)(f) The receiving of advice that is subject to solicitor/client privilege, including communications necessary for that purpose Sharp Lake Property

CARRIED

CARRIED

b) 15-056
MOVED BY: R. Schwartz
SECONDED BY: G. Othmer
BE IT RESOLVED THAT: The regular meeting of Council resume at 8:40 pm.

#### **OTHER BUSINESS**

None.

#### **CONFIRMATION BY-LAW**

15-057

MOVED BY: P. Wuest

SECONDED BY: S. Nielsen

BE IT RESOLVED THAT: By-law No. 20154-006, being a by-law to confirm the proceedings of Council of the Corporation of the Town of Cobalt, be taken as read a first, second and third time and finally passed this 17th day of March 2015; AND FURTHER THAT: the said by-law be signed by the Mayor and CAO and recorded in the by-law book.

CARRIED

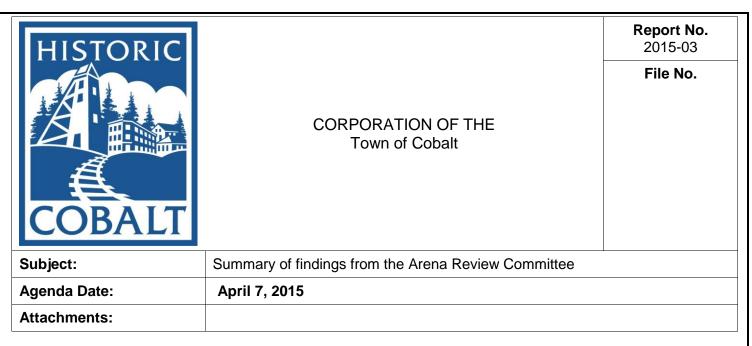
#### ADJOURNMENT

15-058 MOVED BY: G. Othmer SECONDED BY: R. Schwartz BE IT RESOLVED THAT: The meeting adjourn at 8:59 pm

CARRIED

Mayor

CAO



#### **CONCLUSIONS & RECOMMENDATIONS**

- 1. The volume of usage is anticipated to remain at status quo, but it is unlikely that the volume of usage will increase significantly. Therefore, the committee did not foresee that revenue from rentals would increase.
- 2. Natural ice is an approach that may help to lower operating costs in areas such as utilities, materials and labour, however any gains on those is likely to be outweighed by the loss in revenue due to the loss of organized sports rentals.
- 3. Maximizing energy efficiency: With improvements to the lighting, the brine pump and the cooling plant already implemented, the committee found no further means of gaining efficiency through existing operations. Therefore utilities costs are not anticipated to decline.
- 4. Limiting arena operating days: The committee considered closing the arena on certain days, however, with the existing usage being primarily on Monday-Thursday between 4-8pm, there is little to gain by being closed on weekends since operations are already quite minimal on weekends.
- 5. The committee recommended that the Council consider discussing additional support from neighbouring municipality, Coleman Township.

#### SUMMARY OF FINDINGS

#### 1. USAGE

The two main user groups are the Temiskaming Shores Minor Hockey Association (TSMHA) and the Cobalt-Coleman Figure Skating Club (CCFSC). The committee met with representatives from both groups on March 13, 2015 to discuss the decline in their usage. The CCFSC estimated that usage would remain constant next year and the TSMHA described 2014-2015 as a low year, and indicated hope that 2015-2016 registrations would rebound giving potential for increased use of the Cobalt arena. However, TSMHA teams manage their own arena bookings independently with the cost of rentals as a consideration. The facility in Quebec, as a subsidized arena, offers very low rental rates which are appealing to TSMHA hockey teams.

The Town has requested accurate numbers of registrants from both the TSMHA and the CCFSC. The CCFSC has reported 10 registrants from Cobalt, all of which are junior skaters. All the senior skaters are from outside of Cobalt.

While we still have not received registration figures from the TSMHA, the Town has based calculations on a number of <u>6 registrants</u>. This figure originates from the number of reimbursements for out-of-town user fees paid by Cobalt families to the TSMHA. The reimbursements of these fees are funded by the Kiwanis Club who disperses funds through the Town. Cobalt residents who have registered children in hockey in Temiskaming Shores bring their receipt to the Town Office and are issued a reimbursement of the \$113 fee.

Therefore, with the information at hand, it is our best approximation that <u>**16 Cobalt children**</u> are registered and participating in organized skating and hockey. We are not able to say how many of the Cobalt children registered in hockey actually play in Cobalt.

Usage has been on the decline, but the 2014-2015 saw a significant decrease as seen in the table below.

2014-2015 Season	OCTOBER 2014	NOVEMBER 2014	DECEMBER 2014	JANUARY 2015	FEBRUARY 2015
Temiskaming Shores Minor Hockey	7 – Weekday	25 – Weekday 2 – Weekend	19 – Weekday 2 – Weekend	29 – Weekday 6 – Weekend	27 – Weekday 2 – Weekend
Cobalt-Coleman Figure Skating Club	3 – Weekday	12 – Weekday	3 – Weekday	15 - Weekday	16 - Weekday
TOTAL	10 Weekday	37 – Weekday 2 – Weekend	22 – Weekday 2 – Weekend	44 – Weekday 6 – Weekend	43 – Weekday 2 – Weekend
2013-2014 Season	OCTOBER 2013	NOVEMBER 2013	DECEMBER 2013	JANUARY 2014	FEBRUARY 2014
Temiskaming Shores Minor Hockey	19 – Weekday 3 – Weekend	41 – Weekday 8 – Weekend	31 – Weekday 10 – Weekend	41 – Weekday 16 – Weekend	31 – Weekday 10 – Weekend
Cobalt-Coleman Figure Skating Club	5 – Weekday	14 – Weekday	8.5 –Weekday 4 – Weekend	10 – Weekday	14– Weekday 4– Weekend
TOTAL	24 - Weekday 3 – Weekend	65 – Weekday 8 – Weekend	39.5 – Weekday 14 – Weekend	51 – Weekday 16 – Weekend	55 – Weekday 14 – Weekend
% CHANGE	-63%	-46%	-55%	-25%	-35%

#### At February 28, 2015

#### 2. UTILITIES

The only foreseeable way to lower utilities costs is to not use the arena at all or to avoid running energyconsuming equipment such as the cooling plant. Natural ice has been recommended as an alternative and costsavings measure. The arena in Earlton operates exclusively with natural ice.

While natural ice provides a utilities savings, it presents problems when it comes to organized sports. The timing of natural ice may vary greatly from year to year as it is 100% dependent on outside temperatures. The uncertainty of the timing of ice availability may impact the bookings from organized sports.

#### 3. LABOUR

The arena is a municipal asset operated by the Town of Cobalt. The employees of the Town are unionized and therefore the cost of labour is set by the union agreement. The use of a part time employee in the winter months helps to meet labour requirements at the arena and this option is used to the fullest extent possible.

As arena facilities and equipment age, more labour hours are spent on operations due to more instances of maintenance and repairs.

#### 4. DEFICIT

The annual deficit at the arena is showing an increasing trend. The 2014 budget forecasted a \$42,000 loss, but a drop in usage resulted in an actual deficit of \$55,000. The deficit represents a cost of approximately \$99/household and \$49/resident<sup>1</sup>.

When assessed on a user basis, using the number of registered users (16), each Cobalt child registered and using the Cobalt Arena is subsidized in the amount of \$3,442.

The arena's cost centers include labour, utilities, insurance, materials and supplies.

Revenues are generated from user groups such as the TSMHA, the CCFSC, private rentals, public skating sponsorship and the canteen rental.

2014 Arena Revenues and Expenses				
	2014	2014	2013	2012
	Budget	Actual	Actual	Actual
Arena Revenue	50,000.00	33,232	49,271	38,327
Arena Expenses	92,700.00	88,304	103,401	80,826
Net Loss (Unaudited)	-42,700.00	55,072	-54,130	-42,499

#### 5. CAPITAL IMPROVEMENTS

Staff reported to the committee on a number of capital projects that will impact long term plans and financial planning. These include:

- Zamboni This equipment manufactured in 1984 and the challenge is that parts are no longer manufactured and must be fabricated in-house. Generally, there are many issues with this equipment which as largely outlived its useful life. A replacement Zamboni, whether new or used, must be sourced with size in mind, as the entrance does not accommodate larger Zambonis.
- 2. **Dehumidification** Moisture in the summer months is a concern.
- 3. **Boards** Concerns over the shifting of the boards.
- 4. **Flooring** Flooring in the halls and change rooms is a concern, needs replacement.
- 5. **Glass** There are many complaints over poor visibility particularly in some areas where glass is beyond repair and replacement is needed.
- 6. **Clock** The clock ceased operating in February. Parts are obsolete, therefore replacement is needed.

<sup>&</sup>lt;sup>1</sup> Stats can (2011 Census) – 559 households and 1,133 population, <u>http://geodepot.statcan.gc.ca/GeoSearch2011-GeoRecherche2011/GeoSearch2011-GeoRecherche2011.jsp?lang=E&otherLang=F</u>

#### 6. FUNDRAISING

Fundraising is essential to enabling any capital improvements to the arena. An organized, coordinated, multi-teared fundraising campaign is required in order to accomplish any substantial fundraising effort.

Committee members have discussed potential sources of funding such as government, private-sector, non-profit, and the business community.

A list of funding sources submitted to the committee indicated some viable options for partial or full funding of capital improvements, however, the committee has yet to discover a source of funding to offset operations deficits.

Typically, organized funding agents such as government, will only fund capital projects and not simply contribute to operations. Therefore applications for these types of funding opportunities must be framed as projects, such as a replacement clock, new boards and glass, roof improvements, flooring, etc.

Prepared By: submitted by:

Reviewed and consideration by:

**Accepted for Council** 

Candice Bedard Name Position

Name Position Name Position



C  $\mathbb{N}$ E MAR 3 1 2015 TOWN OF COBALT

#### THE CORPORATION OF THE TOWN OF COBALT

**Annual Compliance Report** 

for the

**Cobalt Water Treatment Facility** 

For the year 2014

Prepared by Victor Legault

for the Town of Cobalt

Drinking-Water System Number:	220000362
Drinking-Water System Name:	COBALT WATER TREATMENT PLANT
Drinking-Water System Owner:	The Corporation of The Town of Cobalt
Drinking-Water System Category:	Large Municipal, Residential
Period being reported:	January 1, 2014 to December 31, 2014

Complete if your Category is Large Municipal Residential or Small Municipal Residential	Complete for all other Categories.
Does your Drinking-Water System serve more than 10,000 people? Yes [] No $[]$ Is your annual report available to the public at no charge on a web site on the Internet? Yes [] No $[]$	Number of Designated Facilities served:         0         Did you provide a copy of your annual report to all Designated Facilities you serve?         Yes [] No []
Location where Summary Report required under O. Reg. 170/03 Schedule 22 will be available for inspection.	Number of Interested Authorities you report to: 2
Town of Cobalt Municipal Office Township of Coleman Municipal Office	Did you provide a copy of your annual report to all Interested Authorities you report to for each Designated Facility? Yes [√] No []

Note: For the following tables below, additional rows or columns may be added or an appendix may be attached to the report

List all Drinking-Water Systems (if any), which receive all of their drinking water from your system:

Drinking Water System Name	Drinking Water System Number
Township of Coleman Distribution System	260074321

Did you provide a copy of your annual report to all Drinking-Water System owners that are connected to you and to whom you provide all of its drinking water? Yes  $\lceil \sqrt{2} \rceil$  No  $\lceil 2 \rceil$ 

Indicate how you notified system users that your annual report is available, and is free of charge.

- [] Public access/notice via the web
- [X] Public access/notice via Government Office
- [X] Public access/notice via a newspaper
- [ ] Public access/notice via Public Request
- [] Public access/notice via a Public Library
- [] Public access/notice via other method

#### **Describe your Drinking-Water System**

The Cobalt water treatment facility is a direct filtration water plant utilizing coagulation and filtration in a "direct filtration" configuration.

The Raw water is taken from a protected water body, Sasaginaga Lake and directed to the high lift pumping station located about 30 meters West of Pyrite Street in Cobalt. The intake structure is located 191 meters into the lake, at a depth of 7.5 meters. The Raw water is monitored for pH, temperature, and turbidity.

The high lift pumping station consists of three end suction pumps, a wet well and a flow meter. The pumps feed PAC injected water through two inline mixers, two PAC pre-contact vessels (each having a volume of 3.6 cubic meters), and four pressurized dual media sand/anthracite filters. Four on-line turbidity analyzers monitors each of the dual media filter effluent water for minimum and maximum values as described in O-Reg 170/03. These analyzers are protected with alarms. A parallel UV irradiation system is used to achieve the required Primary Disinfection. Chlorine gas is injected into the water at point of entry into the distribution system, following the UV system treatment using two Booster pumps and two manually controlled V notch-chlorination feed units capable of providing 45.0 kilograms of chlorine per day. This helps to maintain the required Secondary disinfection within the Distribution System. The water then flows to a 1400 cubic meter elevated water storage tank located within the town property on Ferland Avenue. The storage tank is equipped with a chemical feed pump and sodium hypochlorite (12% solution) to help boost the secondary disinfection chlorine residual at the farthest points in the distribution system.

The treated water is monitored for pH, free chlorine residual and turbidity using continuous on-line analyzers. The monitoring system information is fed into a Minitrend QX paperless chart recorder, which in turn records data on a second by second interval. This information also feeds a daily, monthly and annual reporting package, which is reviewed by operational staff; daily, monthly and annually. The plant is protected with alarms and a dialer that signals a manned security monitoring station (True Steel), which in turn, calls operators to respond.

A 180 KW stand-by generator with a transfer switch is online in the event of power loss.

#### List all water treatment chemicals used over this reporting period

PAC – Poly aluminum Chloride is a high performance coagulant used for flocculation.

<u>Sodium Hydroxide</u> (Caustic Soda pellets) can be dissolved in water and is used for pH and alkalinity adjustment of the finished water.

<u>Chlorine Gas</u> is one of the most effective and economical germ-killers, chlorine will also destroy and deactivate a wide range of dangerous germs. Chlorine's powerful disinfectant qualities come from its ability to bond with and destroy the outer surfaces of bacteria and viruses.

Sodium Hypochlorite disinfection re-chlorination at the Cobalt Water Tower.

#### Were any significant expenses incurred?

[] Install required equipment [X] Repair required equipment [] Replace required equipment

Please provide a brief description and a breakdown of monetary expenses incurred

Chlorination system annual maintenance and repair Chlorine lines and major chlorination equipment were serviced and calibrated

Chemical injection pump maintenance. All available chemical pumps were serviced and calibrated

Filter tanks and piping

Associated filter valves and piping were replaced from plastic to stainless.

Provide details on the notices submitted in accordance with subsection 18(1) of the Safe Drinking-Water Act or section 16-4 of Schedule 16 of O.Reg.170/03 and reported to Spills Action Centre

Incident Date	Parameter	Result	Unit of Measure	Corrective Action	Corrective Action Date
n/a					

Microbiological testing which was done under the Schedule 10, 11 or 12 of Regulation 170/03, during this reporting period.

	Number of Samples	Range of E.Coli Or Fecal Results (min #)-(max #)	Range of Total Coliform Results (min #)-(max #)	Number of HPC Samples	Range of HPC Results (min #)-(max #)
Raw	52	0 to <2	0 to 70	N/A	N/A
Treated	52	ND	ND	52	0 to 10
Distribution	156	ND	ND	52	0 to 10

Operational testing which was done under Schedule 7, 8 or 9 of Regulation 170/03 during the period covered by this Annual Report.

	Number of Grab Samples	Range of Results (min #)-(max #)	<b>NOTE:</b> For continuous monitors use 8760 as the
Turbidity filter 1	8760	*0.00 to .407 NTU	number of samples.
Turbidity filter 2	8760	*0.00 to 1.019 NTU	
Turbidity filter 3	8760	*0.00 to 0.728 NTU	
Turbidity filter 4	8760	*0.00 to 0.638 NTU	
Treated Turbidity	8760	*0.00 to 10.011NTU	
Chlorine	8760	*0.00 to 4.984 NTU	1

\* All minimum ranges include times during calibration and repair.

#### Summary of Chlorine Residual data in Distribution System

	Number of Samples	Range (min #)-(max #)	Unit of measure	Standard
Free Chlorine	365	0.06 to 2.2	mg/L	0.05 free

#### Nitrate/Nitrite

Date of Sample	Nitrate result value	Nitrite result value	Unit of measure	Exceedance
Jan 13 2014	0.15	<0.05	mg/L	No
Apr 7 2014	<0.1	<0.05	mg/L	No
July 14 2014	<0.1	<0.05	mg/L	No
Oct 21 2014	<0.1	<0.05	mg/L	No

Summary of additional testing and sampling carried out in accordance with the requirement of an approval, order or other legal instrument.

#### THM's

THM Sample date	result	Unit of measure	4 Quarter running average	Exceedance
Jan 13 2014	68.9	ug/L	67.3	No
Apr 8 2014	59.3	ug/L	69.1	No
July 14 2014	70.6	ug/L	69.2	No
Oct 21 2014	68.4	ug/L	66.8	No

Summary of additional testing and sampling carried out in accordance with the requirement of an approval, order or other legal instrument.

#### Fluoride/Sodium

Sample	Date of Sample	Result	Unit of Measure	Standard	Exceedance	Interval
Sodium	Nov 1 2010	5.44	mg/L	20	no	60 months
Fluoride	Nov 1 2010	<0.1	mg/L	1.5	no	60 months

Summary of lead testing under Schedule 15.1 during this reporting period (Applicable to the following drinking water systems; large municipal residential systems, small Municipal residential systems and non-municipal year-round residential systems)

Location Type	Number of Samples	Range of Lead Results (min#) – (max #)	Number of Exceedances
Distribution	2	<1 to 0.11	Zero

The Town of Cobalt qualified for the reduced lead sampling (April 2012) but must continue to sample for Ph and Alkalinity in the distribution system. During the period of June 15 2014 to October 15 2014 and December 15 2014 to April 15 2015 there must be two of each Lead, Ph, and Alkalinity testing completed in the distribution system.

Summary of Inorganic parameters tested during this reporting period or the most recent sample results

-	1	Unit of Measure	Exceedance
October 21 2014	<0.5	ug/l	No
October 21 2014	<1	ug/l	No
October 21 2014	5.5	ug/l	No
October 21 2014	<2	ug/l	No
October 21 2014	<0.1	ug/l	No
October 21 2014	<1	ug/l	No
October 21 2014	<0.1	ug/l	No
October 21 2014	<1	ug/l	No
October 21 2014	<1	ug/l	No
	October 21 2014           October 21 2014	October 21 2014         <1           October 21 2014         5.5           October 21 2014         <2	October 21 2014         <1         ug/l           October 21 2014         5.5         ug/l           October 21 2014         <2

Summary of Organic parameters sampled during this reporting period or the most recent sample results

Parameter	Sample Date	Result Value	Unit of Measure	Exceedance
Alachlor	October 21 2014	<0.4	ug/l	No
Aldicarb	October 21 2014	<0.6	ug/l	No
Aldrin	October 21 2014	<0.0004	ug/l	No
Atrazine + N-dealkylated metobolites	October 21 2014	<0.9	ug/l	No
Dieldrin	October 21 2014	<0001	ug/l	No
Bendiocarb	October 21 2014	<1	ug/l	No
Benzene	October 21 2014	<0.2	ug/l	No
Benzo(a)pyrene	October 21 2014	<0.009	ug/l	No
Bromoxynil	October 21 2014	<0.4	ug/l	No
Carbaryl	October 21 2014	<1	ug/l	No
Carbofuran	October 21 2014	<1	ug/l	No
Carbon Tetrachloride	October 21 2014	<0.2	ug/l	No
Chlordane (Total)	October 21 2014	<0.004	ug/l	No
Chlorpyrifos	October 21 2014	<0.3	ug/l	No
Cyanazine	October 21 2014	<0.3	ug/l	No
Diazinon	October 21 2014	<0.3	ug/l	No
Dicamba	October 21 2014	<0.2	ug/l	No
1,2-Dichlorobenzene	October 21 2014	<0.2	ug/l	No
1,4-Dichlorobenzene	October 21 2014	<0.2	ug/l	No
Dichlorodiphenyltrichloroethane (DDT) + metabolites	October 21 2014	<0.005	ug/l	No
1,2-Dichloroethane	October 21 2014	<0.2	ug/l	No
1,1-Dichloroethylene (vinylidene chloride)	October 21 2014	<0.2	ug/l	No
Dichloromethane	October 21 2014	<0.25	ug/l	No
2-4 Dichlorophenol	October 21 2014	<0.6	ug/l	No
2,4-Dichlorophenoxy acetic acid (2,4-D)	October 21 2014	<.3	ug/l	No
Diclofop-methyl	October 21 2014	<0.2	ug/l	No
Dimethoate	October 21 2014	<0.3	ug/l	No
Dinoseb	October 21 2014	<0.06	ug/l	No
Diquat	October 21 2014	<7	ug/l	No
Diuron	October 21 2014	<6	ug/l	No
Glyphosate	October 21 2014	<20	ug/l	No
Heptachlor + Heptachlor Epoxide	October 21 2014	<0.0006	ug/l	No
Lindane (Total)	October 21 2014	<0.0004	ug/l	No
Malathion	October 21 2014	<0.3	ug/l	No
Methoxychlor	October 21 2014	<0.001	ug/l	No
Metolachlor	October 21 2014	<0.2	ug/l	No
Metribuzin	October 21 2014	<0.2	ug/l	No
Paraquat	October 21 2014	<1	ug/l	No
Parathion	October 21 2014	<0.2	ug/l	No
Pentachlorophenol	October 21 2014	<0.6	ug/l	No

Phorate	October 21 2014	<0.3	ug/l	No
Picloram	October 21 2014	<0.06	ug/l	No
Polychlorinated Biphenyls(PCB)	October 21 2014	<0.04	ug/l	No
Prometryne	October 21 2014	<0.2	ug/l	No
Simazine	October 21 2014	<0.3	ug/l	No
Temephos	October 21 2014	<20	ug/l	No
Terbufos	October 21 2014	<0.2	ug/l	No
Tetrachloroethylene	October 21 2014	<0.2	ug/l	No
2,3,4,6-Tetrachlorophenol	October 21 2014	<0.6	ug/l	No
Triallate	October 21 2014	<0.2	ug/l	No
Trichloroethylene	October 21 2014	<0.2	ug/l	No
2,4,6-Trichlorophenol	October 21 2014	<0.6	ug/l	No
2,4,5-Trichlorophenoxy acetic acid (2,4,5-T)	October 21 2014	<0.06	ug/l	No
Trifluralin	October 21 2014	<0.2	ug/l	No
Vinyl Chloride	October 21 2014	<0.2	ug/l	No

List any Inorganic or Organic parameter(s) that exceeded half the standard prescribed in Schedule 2 of Ontario Drinking Water Quality Standards.

Parameter	Result Value	Unit of Measure	Date of Sample		
No Inorganic or O	rganic parameters	(s) exceeded half the	e standard found in		
Schedule 2 of the ODWS during this reporting period.					



C EIV MAR 3 1 2015 **TOWN OF COBALT** 

#### THE CORPORATION OF THE TOWN OF COBALT

Municipal Summary Report for the

**Cobalt Water Treatment Facility** 

For the year 2014

**Prepared by Victor Legault** 

for the Town of Cobalt

Ministry of the Ministère de Environment l'Environnem

#### SUMMARY REPORTS FOR MUNICIPALTIES

#### Report

This report is a summary of water quality information for the Cobalt Water Treatment Plant, published in accordance with Schedule 22 of Ontario's Drinking Water Systems Regulation for the reporting period of January 1, 2014 to December 31, 2014. The system is categorized as a Large Municipal Residential Drinking Water System.

The report must list the requirements of the Safe Drinking Water Act (2002) and the drinking water regulations which can be viewed at the following website: <u>http://www.e-laws.gov.on.ca</u>

This report was prepared by Victor Legault for The Corporation of the Town of Cobalt and The Township of Coleman

The following table lists, to my knowledge, the requirements that the system failed to meet and the measures taken to correct the failure.

#### **Requirements the System Failed to Meet**

Provide details on the notices submitted in accordance with subsection 18(1) of the Safe Drinking-Water Act or section 16-4 of Schedule 16 of O.Reg.170/03 and reported to Spills Action Centre and the Temiskaming Health Unit

Incident Date	Parameter	Result	Unit of Measure	Corrective Action	Corrective Action Date	Drinking water Reg
N/A						

## During the MOE inspection on January 21 2015 there were no NON-COMPLIANCE with regulatory requirements found

The rated capacity specified in the C of A for the Town of Cobalt water treatment facility is 3974 m<sup>3</sup>/day.

The total water consumption for the reporting period was 346825 m<sup>3</sup>

The quantity of water supplied during the reporting period did not exceed the rated maximum capacity.

Ministry of the Ministère de

#### Summary of Flow Rates

Under schedule 22-2(3) of Ontario Regulation 170/03, the Summary Report must include the following

1. A summary of flow rates, including monthly average, maximum daily flows and daily instantaneous peak flow rates.

2. A comparison of the summary referred to in #1 to the rated capacity and flow rates approved in the system's approval and permit.

The following table and graphs indicate the quantities and flow rates of the water taken and produced during the reporting period, including monthly average flows, maximum daily flows and total monthly volumes. A comparison of the water data is made to the rated capacity and flow rates specified in the system's approval and permit.

Chart 1, Instantaneous flows Chart 2, Raw flows Chart 3, Treated flows

Chart 4, Raw, treated and waste flow comparison.

Also included in the body of this report is a monthly and annual consumption comparison chart for Cobalt and Coleman.

The 2014 annual summary report showing summary values of Turbidity, UV Dosage, filter performance, secondary chlorine disinfectant and all in plant water flows.

There were no exceeded flow rates during the reporting period. It was identified that during start up the pump spikes the flow rate and is recorded on the paperless chart recorder.

#### Comparison of Flow Summary to System's Approval and Permit

Certificate of Approval. # 2614-6U8HPY amended November 27 2006 specifies a maximum rated flow into the treatment system as 46 Liters/Second.

Permit to Take Water # 3344-649R46 issued Sept 10 2004, expired March 2009, which was replaced by Permit to Take Water #6318-7TDPLJ. This permit will expire on June 26 2019. The Cobalt Drinking Water System (DWS) services an approximate population of 1350 residents (including the Coleman Township DS). It is comprised of PVC water mains and includes 89 hydrants 139 valves and approximately 615 service connections

As previously mentioned, the DWS also provides water to approximately 49 service connections in neighboring Township of Coleman via (2) separate water mains.

There was no Exceedance for instantaneous flows. During the operation of 2 pumps running, the average rate of flow is 39 to 44 l/s. During regular filtering only one pump is running and the average peak flow is 29 to 33 l/s.

Cobalt and Coleman's Municipal Drinking Water License (Coleman 272-101) (Cobalt 206-101) and Drinking Water Works Permit (Coleman 272-201) (Cobalt 206-201) from the Ministry of Environment, can be found in the Municipal binder available for public review.

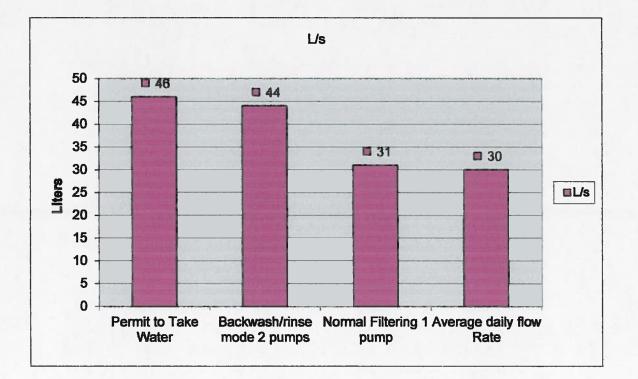
#### Chart 1

#### 2014

#### Instantaneous Flow

#### **Cobalt Water Treament Plant**

	Flow Rate L/s
Permit to Take Water	46
Backwash/rinse mode 2 pumps	44
Normal Filtering 1 pump	31
Average daily flow Rate	30



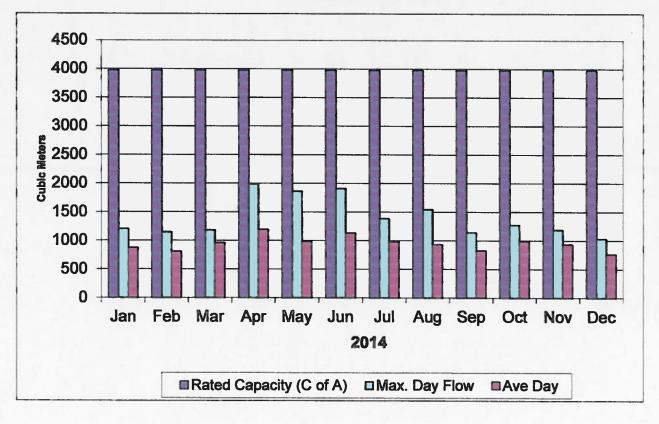
#### Chart 2

2014 RAW WATER

#### 2014

#### **Cobalt Water Treatment Plant**

	Jan	Feb	Mar	Apr Volu	May me (m3	Jun (day)	Jul	Aug	Sep	Oct	Nov	Dec	YTD
Ave Day	870	802	955	1189	982	1126	975	927	823	988	931	759	944
Total Monthly Flow	26989	22477	29616	35696	30460	36780	30239	28743	24701	29643	27953	23531	346828
Max. Day Flow	1197	1143	1179	1982	1857	1906	1383	1541	1136	1267	1185	1029	1400
Rated Capacity (C of A)	3974	3974	3974	3974	3974	3974	3974	3974	3974	3974	3974	3974	3974
% Rated Capacity	21.89	20.18	24.03	29.92	24.71	28.33	24.53	23.33	20.71	24.86	23.43	19.1	23.75



#### **RAW WATER USAGE DATA**

2014

Chart 3

#### **2014 TREATED WATER**

#### **Cobalt Water Treatment Plant**

Treated	Jan	Feb	Mar	Apr	May	Jun	Jui	Aug	Sep	Oct	Nov	Dec	YTD
				Volu	me (m3	(day)							
Ave Day	588	595	698	754	648	799	665	602	597	660	647	555	651
Total	18246	16665	21653	22623	20093	23982	20643	18675	17926	20483	19436	17232	237657
Max Day	790	853	886	955	912	1306	945	767	796	878	851	786	893.75

#### TREATED WATER USAGE DATA

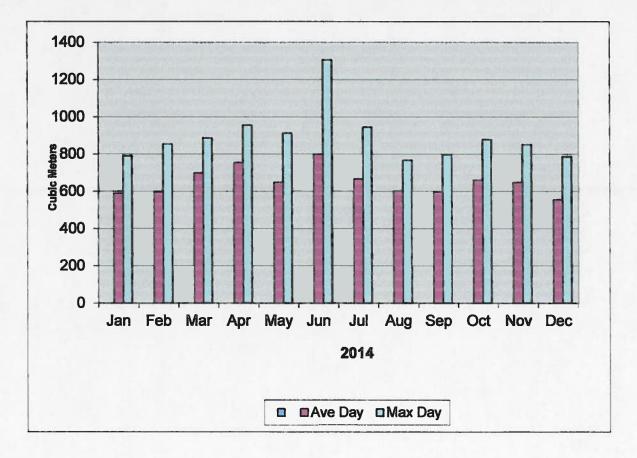


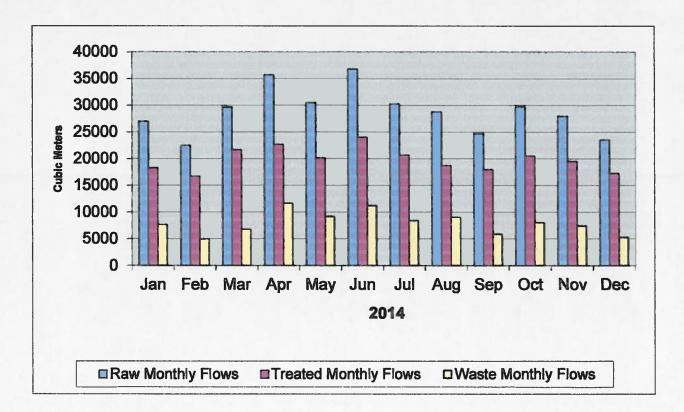
Chart 4

Raw, Treated and Waste Flows 2014 Cobalt Water Treatment Plant

Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec Total

Raw Monthly Flows	26989	22477	29616	35696	30460	36780	30239	28743	24701	29643	27953	23531	346828
Treated Monthly Flows	18246	16665	21653	22623	20093	23982	20643	18675	17926	20483	19436	17232	237657
Waste Monthly Flows	7593	4890	6719	11601	9193	11214	8418	8977	5874	7959	7410	5261	95109

Comparison of raw flows to treated flows after daily rinsing and backwash.



### COBALT/COLEMAN WATER CONSUMPTION 2014

DATE	Days	Total m3
January	31	18246
February	28	16665
March	31	21653
April	30	22623
May	31	20093
June	30	23982
July	31	20643
August	31	18675
September	30	17926
October	31	20483
November	30	19436
December	31	17232
Total	365	237,657

Twp	Cobalt
usage	Usage
933	17,313
1,911	14,754
3,686	17,967
3,869	18,754
808	19,285
1,640	22,342
2,700	17,943
1,351	17,324
1,109	16,817
629	19,854
424	19,012
532	16,700
19,592	218,065

#### Date

January	94.8% used by the Town of Cobalt	July	86.9% used by the Town of Cobalt
	5.2% used by the Township of Coleman		13.1% used by the Township of Coleman
ebruary	88.5% used by the Town of Cobatt	August	92.7% used by the Town of Cobait
	11.5% used by the Township of Coleman		7.3% used by the Township of Coleman
arch	82.9% used by the Town of Cobalt	September	93.8% used by the Town of Cobalt
	17.1% used by the Township of Coleman		6.2% used by the Township of Coleman
pril	82.8% used by the Town of Cobalt	October	96.9% used by the Town of Cobalt
	17.2% used by the Township of Coleman		3.1% used by the Township of Coleman
lay	95.9% used by the Town of Cobalt	November	97.8% used by the Town of Cobalt
	4.1% used by the Township of Coleman		2.2% used by the Township of Coleman
une	93.1% used by the Town of Cobalt	December	96.9% used by the Town of Cobalt
	6.9% used by the Township of Coleman		3.1% used by the Township of Coleman

Date

Total for 2013

**91.76% used by the Town of Cobalt 8.24% used by the Township of Coleman** 



#### Yearly Report

#### **Process Values Summary**

	F	lows					
Description	Minimum	Month	Average	Maximum	Month	Units	Total Units
Raw water flow	0.0	Jan	8.3	45.4	Jan	Vs	14237 m <sup>a</sup>
Freated water flow	0.0	Jan	6.0	32.4	Jan		10316 m <sup>a</sup>
Vaste water flow	0.0	Jan	1.9	48.0	Jan	Vs	3288 m <sup>a</sup>
	Wate	er Qual	ity				
Description	Minimum	Month	Average	Maximum	Month	Units	Total Units
Raw water pH	5.44	Jan	8.76	9.23	Jan	pH	
Raw water turbidity	0.088	Jan	0.614	10.002	Statement and a local division of the local	NTU	
IV 1 dose	0.086	Jan	82.764	200.028		mJ/cm <sup>2</sup>	and the second s
JV1 low dose							474.99 sec
IV 1 Intensity	0.000	Jan	44.591	129.964	Jan	W/m²	
JV 2 dose	0.109	Jan	61.452	200.001	PARTY OF PERSON	m.l/cm <sup>2</sup>	and the second secon
IV2 low dose							535.44 880
JV 2 intensity	0.000	Jan	29,309	88.929	lan	W/m²	
Filter 1 turbidity	0.000	Jan	0.114	0.211	Contrasts over 199	NTU	
liter 1 Turbidity below 95% target			100.0		and a	%time	
liter 1 Turbidity below 100% target			100.0			%time	
Titer 2 turbidity	0.000	Jan	0.119	0.252	.lan	NTU	
Titer 2 Turbidity below 95% target			100.0		and a l	%time	
Ther 2 Turbidity below 100% target		100000	100.0			%time	
Titler 3 turbidity	0.000	Jan	0.080	0.166	.lan	NTU	****
Filter 3 Turbidity below 95% target		(Contraction)	100.0	0.100	Gent	%time	
Titler 3 Turbidity below 100% target			100.0			%time	
Filter 4 turbidity	0.000	Jan	0.104	. 0.239	lan	NTU	
Filter 4 Turbidity below 95% target			100.0			%time	
Filter 4 Turbidity below 100% target			100.0			%time	
Number of turbidity samples < 0.3						, and the second	1257884 count
fotal number of turbidity samples							1257884 count
Freated water chlorine	0.381	Jan	1,125	2.723	.lan	mg/l	
Freated water turbidity	0.072	Jan	0.109	10.010	A COMPANY OF A COMPANY	NTU	
Freated water pH	5.77	Jan	7,54	9.87	Jan		
lower level	5,63	Jan	6.36	7.10	Jan	and the second se	
Waste tank level	0.75	Jan	1.37	2.43	Jan		
Gas monitor	0.00	Jan	0.00	0.00		ppm	
		essure					
Description	Minimum	Month	Average	Maximum	Month	Units	Total Units
System pressure	55	Jan	. 71	102		kPa	
		peratu		IVZ	नदा।		
Description	Minimum	Month	Average	Maximum	Month	Units	Total Units
Raw water temperature			-				
	7.8	Jan	9.8	11.1	Jan		
		lipmen	IS				
Description	Minimum	Month	Average	Maximum	Month	Units	Total Units
Chlorine tank 1 weight	5.7	Jan	17.5	28,5	Jan	kg	

HISTORIC	CORPORATION OF THE Town of Cobalt	Report No. 2015-04File No.		
Subject:				
Agenda Date: April 7, 2015				
Attachments:				

#### RECOMMENDATION

That Council hereby directs staff to proceed with a joint procurement process with the City of Temiskaming Shores for the *LED Street Lights Conversion Project*.

#### BACKGROUND

The conversion of the existing *High Pressure Sodium* street lights to *LED* presents an opportunity for the Town to realize savings in energy costs but also to realize significant savings in maintenance costs.

The conversion project consists of the following components:

- Sourcing fixtures
- Sourcing installation
- Application for OPA discount on fixtures
- Financing project costs

The City of Temiskaming Shores has indicated an intent to proceed with conversion of their street lights and with that there is an opportunity to engage in joint-procurement which will result in the efficiencies through a volume price on both fixtures and installation, as well as the efficiency of not administering separate procurement initiatives. The Town of Latchford and Coleman Township are also considering participating in this joint procurement.

#### ANALYSIS

It is estimated that the costs of the project for Cobalt would be in the \$150,000-190,000 dependent on sourcing options as well as on the success of the OPA grant application.

It is estimated that annual energy savings could be in the range of 30-45% which could represent up to \$8,000 in annual utilities costs. Maintenance of the new devices is very minimal. Annual maintenance costs are approximately \$20,000 and it is anticipated that this number will drop by up to 90%.

#### FINANCIAL/STAFFING IMPLICATIONS

The immediate implication will be financing the project. It is recommended that financing be sought through Infrastructure Ontario as rates are currently varying between 1.6-2.0% for a period of 10 years. Financing at this rate over a period of 10 years will allow savings to be incurred immediately in the year of implementation. With a very conservative estimate of \$12,000/year in energy and maintenance costs savings and an estimate of approximately \$1,700 in financing costs, the net savings could be upwards of \$10,000/year.

#### ALTERNATIVES

Two alternatives exist at this time:

- 1. Not proceed with joint procurement
- 2. Not proceed with the conversion project at this time.

Prepared By: submitted by:

Reviewed and consideration by:

**Accepted for Council** 

<u>Candice Bedard</u> Name Position

Name Position Name Position 18 Silver Street P.O. Box 70 Cobalt, ON POJ 1C0



April 2, 2015

AECOM Canada Ltd. 515 South Flower Street, 3rd Floor Los Angeles, CA 90071

To whom it may concern,

#### **RE: Sale of the Cobalt Train Station**

Please note that as of March 24, 2015, the Corporation of the Town of Cobalt is no longer the owner of the Cobalt Train Station, located at 1 Station Road, Cobalt, ON.

The new ownership, and therefore the new landlord of the AECOM Canada Ltd. local office, is registered under the corporation, *Home Town Decor Emporium*, which is owned by Ms. Winnie Kammermayer.

Winnie Kammermayer 742252 Dawson Point Road New Liskeard, ON POJ 1P0 T: 705-948-1088

Thank you for your attention on this matter.

Sincerely,

Candice Bedard Chief Administrative Officer Town of Cobalt

Cc: Sedrick Smith, CSMP, CPSM Regional Facilities Senior Manager AECOM Canada Ltd. 105 Commerce Valley Dr. W Markham, ON L3T 7W3 18 Silver Street P.O. Box 70 Cobalt, ON POJ 1C0



April 2, 2015

Sedrick Smith, CSMP, CPSM Regional Facilities Senior Manager AECOM Canada Ltd. 105 Commerce Valley Dr. W Markham, ON L3T 7W3

Dear Mr. Smith,

#### **RE: Sale of the Cobalt Train Station**

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Winnie Kammermayer 742252 Dawson Point Road New Liskeard, ON POJ 1P0 T: 705-948-1088

Thank you for your attention on this matter.

Sincerely,

Candice Bedard Chief Administrative Officer Town of Cobalt

Cc: AECOM Canada Ltd. 515 South Flower Street, 3rd Floor Los Angeles, CA 90071

#### Town of Cobalt A/P Preliminary Cash Disbursements Schedule 15-08 April 7, 2015

	Vendor	Invoice Number	Date	Gross Amount	Discount	Net Amount
37	A & B Digital Printing,				<b>Aa aa</b>	<b>*</b> • • • • <b>-</b>
		63166	4/7/2015	\$134.47	\$0.00	\$134.47
		63252	4/7/2015	\$133.34	\$0.00	\$133.34
		63253	4/7/2015	\$133.34	\$0.00	\$133.34
		63254	4/7/2015	\$124.30	\$0.00	\$124.30
		63372	4/7/2015	\$534.49	\$0.00	\$534.49
			4/1/2010	<b>400</b> -1-10	φ0.00	ψ00-110
		Vendor Payment:		\$1,059.94	\$0.00	\$1,059.94
38	Accuracy Environment			overnment Road W., Kirk		
		31703	4/7/2015	\$987.06	\$0.00	\$987.06
		31704	4/7/2015	\$261.78	\$0.00	\$261.78
	Total	Vendor Payment:		\$1,248.84	\$0.00	\$1,248.84
407	AECOM Canada Ltd., C	C/O T10002C, P.O. Box	10002, Postal Stati	on A, Toronto, ON, M5W	2B1	
		38206154	4/7/2015	\$4,956.27	\$0.00	\$4,956.27
	Total	Vendor Payment:		\$4,956.27	\$0.00	\$4,956.27
342	Air Liquide Canada Inc	., 1700 Steeles Ave Ea	st, Bramalea, ON, L	.6T 1A6		
	-	58933706	4/7/2015	\$40.66	\$0.00	\$40.66
		58992458	4/7/2015	\$360.33	\$0.00	\$360.33
		59103581	4/7/2015	\$18.35	\$0.00	\$18.35
		59135407	4/7/2015	\$41.35	\$0.00	\$41.35
		59206720	4/7/2015	\$41.35	\$0.00	\$41.35
		59335066	4/7/2015	\$201.14	\$0.00	\$201.14
	Total	Vendor Payment:		\$703.18	\$0.00	\$703.18
420	Brandon Christo, , , ,					
		Website contract pmt	4/7/2015	\$500.00	\$0.00	\$500.00
	Total	Vendor Payment:		\$500.00	\$0.00	\$500.00
39	Breault's Discount Wa	rehouse, PO Box 1287 18093	, <b>74 Scott Street, Ne</b> 4/7/2015	w Liskeard, ON, P0J 1P0 \$80.23	\$0.00	\$80.23
	Total	Vendor Payment:		\$80.23	\$0.00	\$80.23
43	City of Temiskaming S	hores, PO Box 2050, 3	25 Farr Drive, Haile	ybury, ON, P0J 1K0		
		44207	4/7/2015	\$1,360.00	\$0.00	\$1,360.00
		44245	4/7/2015	\$2,151.71	\$0.00	\$2,151.71
		FIN-2015-01	4/7/2015	\$5,744.00	\$0.00	\$5,744.00
		FIN-2013-01	4/1/2015	\$5,744.00	φ0.00	<i>4</i> 5,744.00
	Total	Vendor Payment:		\$9,255.71	\$0.00	\$9,255.71
382	Clean Scene, Box 1568					
		16332	4/7/2015	\$43.83	\$0.00	\$43.83
		17139	4/7/2015	\$43.83	\$0.00	\$43.83
	Total	Vendor Payment:		\$87.66	\$0.00	\$87.66
422	Compugen Inc., 100 Vi	-	ond Hill, ON, L4S 0E			
		3607195	4/7/2015	\$60.09	\$0.00	\$60.09
	Total	Vendor Payment:		\$60.09	\$0.00	\$60.09
123	Corporation of the Tov	vn of Cobalt, P.O. Box January water quarter		, Cobalt, ON, P0J 1C0 \$901.55	\$0.00	\$901.55
	Total	Vendor Payment:		\$901.55	\$0.00	\$901.55
76	Grant Fuels Inc., PO B	•	d. New Liskeard O		<b>\$0.00</b>	
		•	•		ድር በር	\$1 226 21
		139873	4/7/2015	\$1,336.81	\$0.00	\$1,336.81
		139874	4/7/2015	\$1,085.48	\$0.00	\$1,085.48
	Total	Vendor Payment:		\$2,422.29	\$0.00	\$2,422.29
	Hach Sales and Servic	e Canada I P. 2020 Ce	re Road London O	N N5V 417		
153		G GAHAGA LE. JUZU UO	re Nuau, Lunuun, U	114, 14JV 4417		
153		•		•	<b>MO 00</b>	<b>MA 040 00</b>
153		98114	4/7/2015	\$1,640.30	\$0.00	\$1,640.30

	Vendor	Invoice Number	Date	Gross Amount	Discount	Net Amount Method
107	Haileybury Plum	bing & Heating Inc., PO Box	244, 220 Niven S	treet, Haileybury, ON, P0J 1K	(0	
		2015-158	4/7/2015	\$377.31	\$0.00	\$377.31
		2015-219	4/7/2015	\$217.53	\$0.00	\$217.53
		Total Vendor Payment:		\$594.84	\$0.00	\$594.84
51	Home Improvem	ent - Ace Hardware, PO Box	1257, 463 Morise	ette Drive, Haileybury, ON, P0	J 1K0	
	·	1-137008	4/7/2015	\$25.59	\$0.00	\$25.59
		Total Vendor Payment:		\$25.59	\$0.00	\$25.59
79	Kemira Water So	olutions, PO Box 11800, Succ	ursale Centre-Vi	lle. Montreal. QB. H3C 0E5		
		90199099605	4/7/2015	\$3,803.58	\$0.00	\$3,803.58
		Total Vendor Payment:		\$3,803.58	\$0.00	\$3,803.58
108	Minister of Fina	nce, Payment Processing Cen	tre. PO Box 647	. 33 King St. West. Oshawa. 0	ON. L1H 8X3	
		250315039	4/7/2015	\$27,969.00	\$0.00	\$27,969.00
		Total Vendor Payment:		\$27,969.00	\$0.00	\$27,969.00
149	Nipissing Power	and Lighting, P.O. Box 137, 0	Cache Bay, ON,	P0H 1G0		
		1055	4/7/2015	\$1,361.65	\$0.00	\$1,361.65
		Total Vendor Payment:		\$1,361.65	\$0.00	\$1,361.65
327	Northeastern Or	ntario Public Works Organizat	ion. c/o Ken Kro	el. 400 Princess Street. Porci	upine. ON. P0N 1	CO
		Annual meeting fee	4/7/2015	\$35.00	\$0.00	\$35.00
		Total Vendor Payment:		\$35.00	\$0.00	\$35.00
244	Phippen Waste	Management, R.R. #1 Sunnys	ide Road, Hailey	bury, ON, P0J 1K0		
		45528	4/7/2015	\$7,703.78	\$0.00	\$7,703.78
		Total Vendor Payment:		\$7,703.78	\$0.00	\$7,703.78
61	Ricky's Glass &	Mirror, PO Box 1621, 908 Lak	eshore Road, Ha	aileybury, ON, P0J 1K0		
	,	22011	4/7/2015	\$168.12	\$0.00	\$168.12
		Total Vendor Payment:		\$168.12	\$0.00	\$168.12
158	Story Environme	ental Inc., P.O. Box 716, 332 N	lain Street. Haile	vburv. ON. P0J 1K0		
		2250	4/7/2015	\$99.16	\$0.00	\$99.16
		Total Vendor Payment:		\$99.16	\$0.00	\$99.16
112	Techknowleday	Office Pro, 1776 Lasalle Blvd	. P.O. Box 2697	Station A. Sudbury, ON, P3A	5J2	
		48881	4/7/2015	\$136.05	\$0.00	\$136.05
		48967	4/7/2015	\$18.48	\$0.00	\$18.48
		49107	4/7/2015	\$372.96	\$0.00	\$372.96
		Total Vendor Payment:		\$527.49	\$0.00	\$527.49
122	Wamco Norther	n, P.O. Box 5300, Station A, L	ondon. ON. N6A	4N7		
		712596-00	4/7/2015	\$463.30	\$0.00	\$463.30
		Total Vendor Payment:		\$463.30	\$0.00	\$463.30
		Total Selected for Payment:		\$65,667.57	\$0.00	\$65,667.57

That the accounts as per Schedule No. 15-08 in the amount of \$65,667.57 be paid after receiving Council approval.



#### **ASSOCIATION CANADIENNE-FRANÇAISE DE L'ONTARIO**

RÉGION TÉMISKAMING • C.P. 1644 New Liskeard (Ontario) P0J 1P0 Téléphone 705 647-6105 • Télécopieur, 705 647-9297 Courriel : actotem@ntl.sympatico.ca • www.francoTemiskamingue.ca

Le mercredi 25 février 2015

Madame Tina Sartoretto Mairesse de la ville de Cobalt C.P. 70 18, rue Silver Cobalt (On) POJ 1CO

#### **OBJET : Location de la salle communautaire de Cobalt**

Madame la Mairesse,

L'Association canadienne-française de l'Ontario (ACFO), région du Témiskaming, reconnaît les bienfaits qu'accomplit la ville de Cobalt envers ses citoyens quelles que soient leurs origines. Nous en sommes particulièrement reconnaissants surtout pour les Francophones.

Le 25 septembre 1975, le drapeau franco-ontarien a flotté pour la première fois à Sudbury. En 2015, on fêtera donc son 40<sup>e</sup> anniversaire. Le gouvernement ontarien a reconnu en 2001 le drapeau franco-ontarien comme symbole de la francophonie ontarienne. D'ailleurs, la ville de Cobalt fait flotter le drapeau franco-ontarien depuis le 25 septembre 2009 grâce à l'initiative d'une conseillère, Sue Nielsen.

L'ACFO-Témiskaming est à préparer une série d'activités pour souligner cet événement. Une série de levées officielles du drapeau se tiendra tout au long de la journée du 25 septembre 2015 en collaboration avec nos écoles de langue française et les trois municipalités qui font flotter le drapeau de façon officielle. Nous voulons terminer la journée à Cobalt par une levée officielle et une soirée intitulée «le Gala de la francophonie».

Cette lettre a pour but de vous demander l'utilisation gratuite de votre salle communautaire pour la soirée. En retour, la ville de Cobalt sera reconnue officiellement dans la publicité entourant l'activité et le logo de la ville paraîtra sur l'invitation, les billets et les affiches.

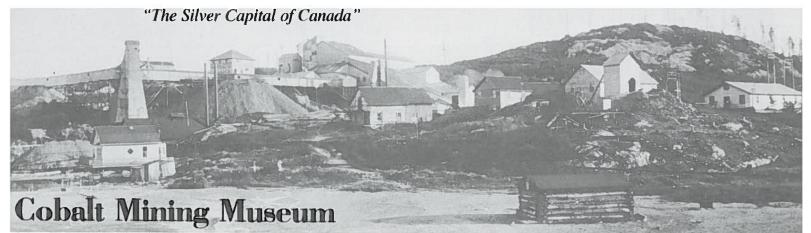
Merci de l'attention que vous porterez à cette lettre. Dans l'attente d'une réponse favorable, recevez, Madame la Mairesse, l'expression de nos sentiments distingués.

Anne Thibodeau présidente de l'ACFO-Témiskaming

DE	C	C	[	V	E	M
	MAF	2 -	22	015		IJ
TC	WWN	ÚF	CC	BAI		

AT :jcc

- Fier de mes couleurs! Francophone jusqu'au cœur! -



P.O. BOX 215

COBALT, ONTARIO POJ 1CO

705-679-8301

Wednesday, April 1, 2015

Dear Mayor Tina and Cobalt Town Councillors:

The CMM Board of Directors is taking this opportunity to inform the Mayor and Council about developments related to both the short and long-term viability of the Cobalt Mining Museum. I think we can all agree that this facility is an integral and foundational component of our town's heritage/cultural sector and that we have a shared interest in ensuring its viability. In this regard, the Board has examined a range of options to carrying the CMM through this time of financial stress.

After lengthy reflection, the CMM has decided to raise some much needed funds by selling two silver bars that were donated to the Museum by the Temiskaming Testing Laboratories (TTL) when it ceased operation in the late 1980s. The donation was made precisely for the purpose of providing for an emergency reserve fund. It speaks to the sound financial management of the museum that over that 30-year period we have not had to draw on this reserve source of funding, and it is only the pressing need for an operational cash flow to take us into the 2015 business season that has prompted us to take this action.

The Board has done its due diligence in determining the fineness (purity) and value of the bars. One of the bars is eleven (11) pounds and the second one is forty (40) pounds. Potential purchasers have been located. The funds that the bars will provide will allow us to operate throughout the coming year in the hope that the 2015 tourist season will be better than the past few years.

The Board is also planning further initiatives that will ideally enhance the financial health of the CMM. We will be hosting an 'Open House' and Spring Fund-Raiser Kick-Off on Saturday, May 23<sup>rd</sup> at the museum. If the adit is open by then there could be Underground Tours available as well. The Great Cobalt Silver Nugget Race will be held again this year on Saturday, August 22. Tickets are available now!

The CMM Board of Directors has taken this opportunity to share our plans as we prepare for the busy summer season of 2015. We look forward to working with the Mayor and Council as we continue to develop our important heritage and cultural assets.

TOWN OF COBALT

hammer at a fox.

Sincerely,

Reg Holdsworth President Cobalt Mining Museum Board

Larore the Blackson

The beginning of

0

Ministry of Agriculture, Food and Rural Affairs

4<sup>th</sup> Floor 1 Stone Road West Guelph, Ontario N1G 4Y2 Tel: 1-877-424-1300 Fax: 519 826-3398 Ministère de l'Agriculture, de l'Alimentation et des Affaires rurales

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



# **Rural Programs Branch**

February 24<sup>th</sup>, 2015

Our File: OCIF FC 14-15 0326

Candice Bedard, CAO/Clerk-Treasurer The Corporation of the Town of Cobalt 18 Silver Street, PO Box 70 Cobalt, Ontario P0J 1C0

**Dear Candice Bedard:** 

# Re: Ontario Community Infrastructure Fund (OCIF) Formula Component - Contribution Agreement

Please find enclosed a duly executed copy of your Ontario Community Infrastructure Fund – Formula Component Contribution Agreement for your records.

Please note that Schedule "B" of the Contribution Agreement outlines the reporting requirements for your funding. Electronic copies of these reports have been sent out to assist you, however if you have not received them, please contact the office at the number below. Please note that Section A of the Project Report must be submitted 45 business days prior to the start of any construction or no later than March 31, 2015.

Should you have any questions, please do not hesitate to contact Heidi Steffen-Petrie at <u>OCIF@ontario.ca</u> or at 519-826-6616.

Sincerely,

Joel Locklin Manager (A) Rural Programs Branch

Attachment: Contribution Agreement

2 2015 TOWN OF COBALT

Good Things Grow in Ontario A bonne terre, bons produits



Site Internet : www.collectivitesenfleurs.ca Web Site : www.communitiesinbloom.ca E-Mail/Courtel: bloom@cib-cet.com

F 514 694-3725 1 214 694-8871

**EM4 H9H** Kirkland (Québec) Xo'l YnsT, 211

15-36

# An Invitation to participate in a program that will

# showcase, involve and benefit your community

Since 1995, communities have recognized numerous benefits from participating in the program:

#### Economic benefits

- Best practices and information exchange to maximize effectiveness of expenditures .
- Valuable information and feedback from the judges .
- Marketing and promotional opportunities
- Positive benefits for the tourism, hospitality and retail industries

#### Social benefits

- Increased civic pride, community involvement and improved quality of life
- Mobillzation of citlzens, groups, businesses and municipality working together
- Participation from all ages and walks of life learning more about their community
- Information exchanges with provincial, national and international communities

#### Environmental stewardship through the enhancement of green spaces

- Improving air quality through tree planting and preservation of green spaces
- Improvements in energy and water conservation
- Awareness of environmental sustainability

# The registration form (to be returned by April 30th, 2015) can be completed directly on-line by following this link: http://www.communitiesinbloom.ca/cib2015

#### **Communities In Bloom will:**

- ÷ provide a jury formed of two volunteer judges for an evaluation (in July or early August)
- ٠ supply an evaluation report, mention and bloom rating;
- communicate with the community throughout the participation process;
- provide access to a reputable information exchange network;
- \* promote the community during the 2015 Provincial Edition and the Awards Ceremonies

#### Participating communities will:

- ••• involve their community and prepare for the evaluation;
- pay a registration fee (see below);
- provide lodging for two single rooms for the two volunteer judges for the duration of the evaluation (1-2 nights generally, with a maximum of 3 nights for very large communities);
- ٠ provide transportation to and from the nearest airport, train station, or community where feasible

#### **Population Category (Community Is evaluated)**

1 - 5,000 population: \$365.00 + 47.45 HST: \$412.45 5,001 - 10,000 population:

\$515.00 +66.95 HST: \$581.95

Population Over 50,000: \$865.00 + 112.45 HST \$977.45

All populations: \$225 + 29.25 HST : \$ 254.25 \*Community becomes part of CiB Network ebird one streig algoed endered moold ni communities

Friends Category (Community is not evaluated)

saijinummoù ni Enhancing Green Spaces

For any further information, please contact us at: Telephone: 1 28 991 9319 weil: bloom@cib-cef.com TOWN OF COBALT

Ministry of Education	Ministère de l'Éducation	13-31
Office of the ADM Financial Policy & Business Division 20th Floor, Mowat Block 900 Bay Street Toronto ON M7A 1L2	Bureau du sous-ministre adjoint Division des politiques financières et des opérations 20 <sup>ª</sup> étage, Édifice Mowat 900, rue Bay Toronto ON M7A 1L2	Ontario
		2015: B05
MEMORANDUM TO:	Municipal Treasurers/Clerk-Treasur Directors of Education Secretary/Treasurers of School Aut	
FROM:	Gabriel F. Sékaly Assistant Deputy Minister Financial Policy and Business Divis	MAR 1 2 2015
DATE:	March 10, 2015	TOWN OF COBALT
SUBJECT:	2015 Proportions of Enrolment for p Education Act, subsections 238(2)	

The Ministry of Education is required to publish, for each common jurisdictional area, the proportion of enrolment between school boards by municipality. These proportions, which are updated annually, are to be used by municipal clerks and treasurers to distribute **taxes on business property** (i.e. commercial, industrial and pipeline), **payments in lieu** or any other rateable property which does not have designated tax support to school boards. The proportions to be used for 2015 are attached as Table A.

As required under the Education Act, this table will be published shortly in **The Ontario Gazette**. Please note, *The Ontario Gazette* is the official Government of Ontario publication for all government notices.

The Ministry of Finance is responsible for setting tax rates for education. For the March 31<sup>st</sup> payment, section 257.11(1) of the Education Act requires municipalities to pay 25 percent of the previous calendar year (2014) amount levied for education taxes. On June 30, the amount of the payment is to be 50 percent of the amount to be levied for the current calendar year less the March 31<sup>st</sup> payment. The September 30<sup>th</sup> payment is to be 25 percent of the amount levied for the current calendar year and the December 15<sup>th</sup> payment is to be the balance owing for the current calendar year. Please note that because the March 31<sup>st</sup> payment is based on the previous year, the enrolment share proportions on Table A do not come into effect until the June 30<sup>th</sup> payment. Boards and municipalities can also arrange for a different instalment payment schedule by entering into an agreement as defined under section 257.11(5) of the Act.

..../2

If you have any questions, or require additional information, please contact Martin Fry at (416) 327-9061.

## Original signed by

Gabriel F. Sékaly Assistant Deputy Minister Financial Policy and Business Division

### Attachment

P

cc. District School Board Superintendents of Business

Kate Manson-Smith, Assistant Deputy Minister, Local Government and Planning Policy Division, Ministry of Municipal Affairs and Housing Elizabeth Harding, Assistant Deputy Minister, Municipal Services Division, Ministry of Municipal Affairs and Housing Michael Ptolemy, Manager, Municipal Finance Policy, Ministry of Municipal Affairs and Housing Allan Doheny, Assistant Deputy Minister, Provincial Local Finance Division, Ministry of Finance

· .....

# Table A 2015 Propertiens of Enrolment for purposes of Education Act, subsections 238(2) and 257.8(3)

		English-language	French-language	
	English-language Public Board	Roman Catholic Board	Public District School Board	Separate District School Board
Inorganized Areas				
Allanwater DSA Locality Education	100.000%	N/A	0.000%	N/A
Armstrong DSA Locality Education	100.000%	N/A	0.000%	N/A
Auden DSA Locality Education	100.000%	N/A	0.000%	N/A
Collins DSA Locality Education	100.000%	N/A	0.000%	N/A
Ferland DSA Locality Education	100.000%	N/A	0.000%	N/A
(ashabowle DSA Locality Education	100.000%	N/A	0.000%	N/A
likenny DSA Locality Education	100.000%	N/A	0.000%	N/A
ake Superior Locality Education	61.151%	26.915%	2.581%	9.353%
akehead Locality Education	53.349%	44.123%	0.357%	2.171%
lipigon Red Rock Locality Education	61.151%	26,915%	2.581%	9.353%
Savant Lake DSA Locality Education	100.000%	N/A	0.000%	N/A
Jpsala DSA Locality Education	100.000%	N/A	0.000%	N/A
Armstrong	44.427%	13.096%	5.781%	36.696%
Brethour	44.427%	13.096%	5.781%	36.696%
Casey	44.427%	13.096%	5.781%	36.696%
Chamberlain	44.427%	13.096%	5,781%	36.696%
Chariton and Dack	44.427%	13.096%	5,781%	36.696%
Cobait	44.427%	13.096%	5.781%	36.696%
Coleman	44.427%	13.096%	5.781%	36.696%
Englehan	44.427%	13.096%	5,781%	36.696%
Evantural	44.427%	13.096%	5.781%	36.696%
Gauthiar	44.427%	13.096%	5.781%	36.696%
	44.427%	13.096%	5,781%	36.696%
Harley	44.427%	13.096%	5.781%	36.696%
Harris	44.427%	13.096%	5.781%	36.696%
Hillard	44.427%	13.096%	5.781%	36.696%
Hudson	44,427%	13.096%	5.781%	36.696%
James	44,427%	13.096%	5.781%	36.696%
Kerns	44.427%	13.096%	5.781%	36.696%
Kirkland Lake	44,427%	13.096%	5.781%	36.696%
Larder Lake	44.427%	13.096%	5.781%	36.696%
Latchford	44.427%	13.096%	5.781%	36.696%
Matechewen	44.427%	13.096%	5.781%	36.696%
МсСалу		13.096%	5.781%	36.696%
emiskaming Shores	44.427% 44.427%	13.096%	5.781%	36.696%
Unorganized Areza				
Kirkland Lake Locality Education	44.427%	13.096%	5.781%	36.696%
Timiskeming Locality Education	44.427%	13.096%	5.781%	36.696%

	<u>District School Area</u> Board	<u>Roman Catholic</u> Board	French-language Public District School Board	French-language Separate District School Board	James Bay Lowlands Secondary School Board
DISTRICT OF COCHRANE Moosonee	98.770%	1.230%	N/A	0.000%	0.000%
District School Area Moose Factory Island	66.696%	N/A	N/A	N/A	33.304%

Protestant Separate School Board

COUNTY OF SIMCOE Penetanguishene

17.924%

# INSPECTION

# Inspection of Approved (2015–2016) Annual Work Schedule Temagami Management Unit



15-38

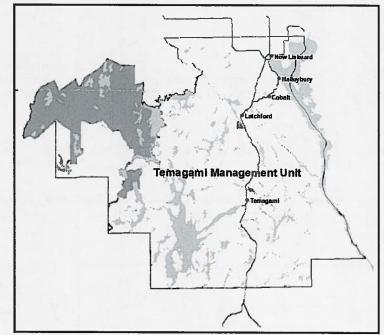
The North Bay District office of the Ontario Ministry of Natural Resources and Forestry (MNRF) has reviewed and approved the April 1, 2015–March 31, 2016 annual work schedule (AWS) for the Temagami Management Unit.

#### Availability

The AWS will be available for public inspection at the MNRF public website at **ontario.ca/forestplans** beginning **March 15, 2015** and throughout the one-year duration. Ontario Government Information Centres located at 447 McKeown Avenue in North Bay and 280 Armstrong Street in New Liskeard provide access to the Internet.

#### Scheduled Forest Management Operations

The AWS describes forest management activities such as road construction, maintenance and decommissioning, forestry aggregate pits, harvest, site preparation, tree planting and tending that are scheduled to occur during the year.



#### **Tree Planting and Fuelwood**

The Temagami Management Unit has hired Treeline Reforestation Inc. to carry out this year's tree plant. Please contact Treeline Reforestation Inc. at **planting@treeline.on.ca** for information regarding tree planting job opportunities.

For information on the locations and licence requirements for obtaining fuelwood for personal use, please contact the North Bay District office at 705-475-5550.

#### **More Information**

For more information on the AWS or to arrange an appointment with MNRF staff to discuss the AWS or to request an AWS operations summary map, please contact:

#### Don Farintosh, RPF

Management Forester Ministry of Natural Resources and Forestry North Bay District Office 3301 Trout Lake Road North Bay, ON P1A 4L7 tel: 705-475-5521 fax: 705-475-5500



# INSPECTION

# Inspection of Approved 2015–2016 Annual Work Schedule Sudbury Forest

# The Sudbury District Office of the Ontario Ministry of Natural

**Resources and Forestry (MNRF)** has reviewed and approved Vermilion Forest Management Company Ltd. April 1, 2015–March 31, 2016 Annual Work Schedule (AWS) for the **Sudbury Forest**.

#### Availability

The AWS will be available for public inspection at the Vermilion Forest Management Company Ltd. office and the MNRF public website at **ontario.ca/forestplans** beginning **March 20, 2015** and throughout the one-year duration. Ontario Government Information Centres at Espanola, North Bay and Sturgeon Falls and most public libraries provide access to the Internet.

#### **Scheduled Forest Management Operations**

The AWS describes forest management activities such as road construction, maintenance and decommissioning, forestry aggregate pits, harvest, site preparation, tree planting and tending that are scheduled to occur during the year. Forest operations scheduled in this AWS will only include those operations previously approved as part of Phase 1 Planned Operations.

#### **Tree Planting and Fuelwood**

Vermilion Forest Management Company Ltd. is responsible for tree planting on the Sudbury Forest. Please contact Doug Maki, Silviculture Forester, Vermilion Forest Management Company Ltd. at 705-560-6363 for information regarding tree planting job opportunities.

For information on the locations and licence requirements for obtaining fuelwood for personal use, please contact Bert Gauthier, Forest Technical

Specialist at 705-564-7853. For commercial fuelwood opportunities, please contact Ron Luopa, Operations Forester, Vermilion Forest Management Company Ltd. at 705-560-6363.

#### More Information

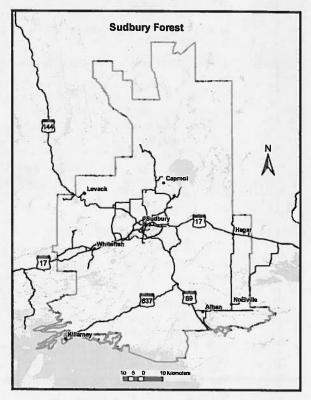
For more information on the AWS or to arrange an appointment with MNRF staff to discuss the AWS or to request an AWS operations summary map, please contact:

#### Tim Lehman, RPF, Area Forester

Ministry of Natural Resources and Forestry Sudbury District Office 3767 Highway 69 South, Suite 5 Sudbury, ON P3G 1E7 tel: 705-564-7875 fax: 705-564-7879 office hours: 8:30 a.m. to 4:30 p.m.

#### Ron Luopa, RPF

Vermilion Forest Management Company Ltd. 311 Harrison Drive Sudbury, ON P3E 5E1 tel: 705-560-6363 fax: 705-560-7887 e-mail: vfm@sudburyforest.com website: www.sudburyforest.com office hours: 8:00 a.m. to 5:00 p.m.



Pontario



# THE COBALT HISTORICAL SOCIETY





COBALT, ON POJ 1CO

P.O. Box 309

"our history shines"

March 13/015 Open Letter to the Mayor and Council Cobalt

"The voice of passion is better than the voice of reason. The passionless cannot change history." - Czesław Miłosz

The review of the arena is a great way to assess a public asset and reassert its vital future. The aging demographics of Cobalt have obviously meant certain facilities such as the arena are underused. Filling in that gap has been Temiskaming Shores. Every effort should be used to position the arena as a competitive facility that serves not only Cobalt's self-interests but is accessible to the greater community. Likewise the arena can be positioned as a shared multi-purpose recreational centre. The Hoist Room is a success as a revenue generating part of the arena complex.

While the cost to run the arena with less Cobalters usage is important it should not be overemphasized as the main reason to close it permanently. All community arenas across Canada don't make money and their costs are absorbed just like a baseball diamond or soccer field as one of the mixed recreational opportunities a community provides. So I strongly suggest the committee aggressively work to find the funds locally or through government grant programs to keep the arena sustainable. Future revenue from the solar installations and the potential sale of the train station can be directed to the needs of the arena.

But of significant symbolic importance is the Historic Cobalt brand will be tarnished if the arena is not kept open in the future. The Township of Coleman is a historical stakeholder and needs to be consulted as part of the Historical Cobalt mining camp and the National Historic Mining District partner. This arena also symbolically represents the birthplace of the Northern Ontario Hockey Association. The 100<sup>th</sup> anniversary celebration of its founding in 2018 is being planned for Cobalt. Who is going to write the letter to tell them we don't have an arena? Arenas across Canada are part of a uniquely Canadian architectural heritage that need protection and preservation. With Cobalt's storied history of being the forerunner to the NHL it would be embarrassing to say the town that helped create the modern professional league we know today doesn't have an arena.

I don't want to be the one to look at a potential Toronto Star reporter in the eye when he comes to do a story on its closing. How much marketing value will that story have for attracting tourists when one of its symbolic buildings along with its history is no more an arena.

To say nothing of diminishing the legacy of Father Les Costello a Stanley Cup winner who was a dynamic personality making a tremendous volunteer contribution to Cobalt. Closing the arena will not enhance his place of importance but annihilate it. If the arena is shuttered then you will have to take another piece of history off the Cobalt website that lists the following.

#### Father Les Costello Memorial Arena

The arena was named in Honour of Father Les Costello, a catholic priest who was a 1948 Stanley Cup winner with the Toronto Maple Leafs. Father Costello was one of Cobalt's most interesting and cherished characters. He is fondly remembered by many residents and stories of his exploits in the community abound. The naming of the arena is a small tribute to the memory of a great man.

David Brydges Cobalt Historical Society member David B mylys

Vivian Hylands President and Secretary of the Cobalt Historical Society

Vicion Hylondo



Ed Houghton, CET, Executive Director

February 2, 2015

5-41

Dear Mayor, Clerk and Members of Council,

The Ontario Municipal Water Association would be pleased and honoured to have you become a member of the OMWA in 2015. Our Board and staff continue to step up our advocacy efforts bringing our member municipalities and their water systems greater value.

In brief, we provide you a strong advocacy voice with the Ministry of Environment & Climate Change and other ministries and agencies involved in municipal water systems, access to OMWA conferences and training sessions at a preferred rate, a comprehensive scan of water related news articles three times per week, eligibility to participate on committees that influence key water issues, the ability to post career opportunities at a reduced rate, and the list goes on and on.

Please find attached for your reference the 2015 membership package, which includes:

- A letter from our president, Mr. Andrew Henry;
- Our fee schedule; and,
- Our membership form.

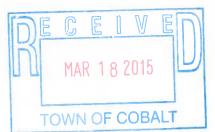
If our OMWA membership information package has not been received by the person(s) responsible for your municipal water system please redirect to the appropriate staff person and advise us at admin@omwa.org.

We thank you for your prompt attention to this matter and look forward to serving you in 2015 and beyond.

Please return the application form(s) and fees to my attention at:

5593 Tenth Concession Collingwood, ON L9Y 3Y9

Yours truly,



Ed Houghton, CET Executive Director, Ontario Municipal Water Association

> Ontario Municipal Water Association 5593 Tenth Concession, Collingwood, ON L9Y 3Y9



#### ERNIE HARDEMAN, M.P.P. Oxford

Mayor Tina Sartoretto Town of Cobalt 18 Silver St., Box 70 Cobalt, ON POJ 1C0 Queen's Park Office: Room 413, Legislative Bldg. Toronto, Ontario M7A 1A8

Tel. (416) 325-1239 Fax (416) 325-1259 Constituency Office: 12 Perry Street Woodstock, Ontario N4S 3C2

Tel. (519) 537-5222 Fax (519) 537-3577

#### Dear Mayor Sartoretto,

I understand the fiscal challenges that municipalities are facing and that your tax dollars have to be used effectively. That's one of the reasons I was so disappointed to learn that some social housing providers are being forced to pay more than they should for services.

As you know, provincial legislation makes it mandatory for affordable housing providers to purchase gas and insurance through the Housing Services Corporation (HSC). A number of municipalities have found that they are paying more for gas than if they were to purchase it through other sources. As well, many providers are paying HSC an opt out fee (2.5% of the premium) in order to be allowed to purchase less expensive insurance that provides equal or better coverage.

I believe that affordable housing providers should be allowed to purchase these items at the best possible price – whether it is directly, jointly with the municipality, through Local Authority Services, or through HSC. I also have concerns about recent spending at the HSC, including frequent international travel and money transferred to subsidiaries and other for-profit companies.

To save municipalities money and ensure affordable housing dollars are used effectively I recently introduced the *Housing Services Corporation Accountability Act*. If passed, this Act will:

- Save affordable housing providers money on natural gas and insurance by removing the mandatory requirement to purchase them through the Housing Service Corporation;
- Restore accountability by requiring HSC to report salaries over \$100,000 as municipalities and government agencies do; and
- Give the Provincial Auditor the authority to audit the HSC without requiring a Minister's request.

I ask for your support for this bill to ensure that affordable housing dollars can provide the maximum benefit to help those who need it most. In case it is helpful I have enclosed a sample resolution of support.

If you have any questions regarding the *Housing Services Corporation Accountability Act*, or if I can be of assistance on any other matter please contact me at ernie.hardeman@pc.ola.org or 416-325-1239.

Sincerely,

Ernie Hardeman, MPP Oxford PC Critic for Municipal Affairs and Housing



# Housing Services Corporation Accountability Act, 2015

# **EXPLANATORY NOTE**

The Bill amends the Housing Services Act, 2011 in the following ways:

- 1. Section 150 is amended to permit the Auditor General to audit the accounts of the Housing Services Corporation and of each of its subsidaries.
- 2. Section 151 is amended so that members of the Housing Services Corporation such as service managers and local housing corporations are not required to participate in any of the Corporation's programs or activities.

The Bill also amends the *Public Sector Salary Disclosure Act, 1996* to specify that the Housing Services Corporation and each of its subsidiaries are employers for the purposes of the Act.

# An Act to amend the Housing Services Act, 2011 and the Public Sector Salary Disclosure Act, 1996

Her Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:

# **HOUSING SERVICES ACT, 2011**

1. (1) Section 150 of the *Housing Services Act, 2011* is amended by adding the following subsections:

# **Auditor General**

(2) The Auditor General appointed under the Auditor General Act may audit the accounts of the Corporation and of each of its subsidiaries.

# Access to records and information

(3) When the Auditor General conducts an audit under subsection (2), the Corporation and its subsidiaries shall give the Auditor General and employees of the Auditor General access to all records and other information required to conduct the audit.

#### Sample resolution for Municipal Council

WHEREAS social housing providers in Ontario are currently required to purchase natural gas and insurance through the Housing Services Corporation (HSC) or pay a fee to purchase elsewhere; and

WHEREAS social housing providers should have the right to obtain natural gas and insurance at the lowest cost to provide value to those in need of affordable housing and all taxpayers; and

WHEREAS the HSC should be subject the same level of accountability and oversight as government agencies;

THEREFORE BE IT resolved that the Council of (name of municipality) supports the *Housing* Services Corporation Accountability Act introduced by Oxford MPP Ernie Hardeman which would remove the mandatory requirement for social housing providers to purchase gas and insurance through the HSC, require HSC to report salaries over \$100,000, and give the Provincial Auditor General the authority to audit HSC. Ontario Provincial Police

Police provinciale de l'Ontario



**Communications and Technology Services Bureau** Bureau de gestion de communication et technologie

1 .

**Provincial Communications and Applications Support** Soutian d'applications et communications provinciales Lincoln M. Alexander Building Edifice Lincoln M. Alexander 777 Memorial Ave. 777, avenue Memoriai Orilla ON L3V 7V3

Telephone/Téléphone: Facsimile/Télécopleur:

File Number/Référence:

Orillia ON L3V 7V3

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(705) 329-7460 (705) 329-6230

GOV-CSC-6850-10

TOWN OF COBALT

March 10, 2015

**MEMORANDUM TO:** 

PUBLIC SAFETY ANSWERING POINT (PSAP) PARTNERS MUNICIPAL 9-1-1 CLIENTS (INCL. COUNTIES, REGIONS, DISTRICTS)

Planned Launch of OPP Text with 9-1-1 Service RE:

The Ontario Provincial Police (OPP) is pleased to provide this confidential advance notice of the planned launch of Text with 9-1-1 ("T9-1-1") service at its five Provincial Communications Centres. The targeted launch date is Wednesday, April 15, 2015. This date could be subject to change.

T9-1-1 service will be available only to persons who are deaf, hard of hearing or speech impaired (DHHSI) who have registered their cellular phone(s) with their wireless service provider. This exciting technological development will provide a new way for DHHSI clients to communicate with 9-1-1 operators in an emergency. Once the launch of T9-1-1 takes place in the OPP, the Canadian Wireless Telecommunications Association (CWTA) website (http://textwith911.ca/serviceavailability/) will be updated to reflect the availability of T9-1-1 service in communities for which the OPP is the Primary Public Safety Answering Point (P-PSAP).

Secondary Public Safety Answering Points (S-PSAPs) who operate in 9-1-1 systems for which OPP Provincial Communications Centre North Bay is their P-PSAP should take note of the OPP T9-1-1 launch date, in order to coordinate their own T9-1-1 enablement activities and address any operational regulrements. In cases where an S-PSAP is not T9-1-1 enabled by April 15, 2015, OPP communications operators will make every reasonable effort to verbaily communicate text messages to the S-PSAP as a temporary workaround until the S-PSAP can comply with the Canadian Radio-television and Telecommunications Commission (CRTC) requirement to offer T9-1-1.

Thank you for the opportunity to provide you this confidential advance notification of the planned launch of T9-1-1 at OPP Provincial Communications Centres. We look forward to continuing to work with you in providing best-in-class 9-1-1 service to Ontarians.

Mar Baland

M.M. (Marc) Bedard, Superintendent **Director, Provincial Communications and Applications Support** Communications and Technology Services Bureau

"Commanicators - We Are On Every Call"

15-44



Ministry of Finance Provincial-Local Finance Division 10<sup>th</sup> Floor 777 Bay Street Toronto ON M5G 2C8 Tel (416) 327-0264 Fax (416) 325-7644 Ministère des Finances Division des relations provincialesmunicipales en matière de finances 10° étage 777, rue Bay Toronto (Ontario) M5G 2C8 Tél. : 416 327-0264 Téléc. : 416 325-7644

March 16, 2015

Dear Municipal Treasurer/Clerk-Treasurer:

I am writing to advise you of the education property tax rate decisions for the 2015 taxation year.

#### **Education Property Tax Rates**

To assist municipalities with their budget planning, the Ministry has attached draft education property tax rates for 2015. The appropriate regulations providing the final residential and business education property tax rates will be forwarded to you in the near future.

#### Residential Education Property Tax Rates

For the 2015 tax year, the residential education property tax rate has been reset to offset phased-in assessment increases.

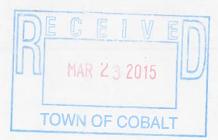
The 2015 uniform residential education tax rate is 0.195%, reduced from the rate of 0.203% that applied to the 2014 taxation year.

#### **Business Education Tax (BET) Rates**

In 2007, the government announced a plan to cut high business education taxes over a seven year period, lowering high BET rates to a target maximum rate. As you know, these BET reductions have been accelerated and fully implemented for northern Ontario businesses.

Similar to 2014, the target maximum BET rate will be reset to offset phased-in assessment increases. The target maximum BET rate will be 1.19% for 2015.

If you have any questions related to these decisions, please contact Andrea Chow, Manager of the Property Tax Policy Unit at <u>Andrea.Chow@ontario.ca</u> or 416-327-0252.



We look forward to continuing to work in partnership with municipalities to ensure stability for Ontario's property tax system, while providing flexibility for municipalities in addressing their local circumstances.

Sincerely,

Allan Doheny Assistant Deputy Minister Provincial Local Finance Division

Attachment



**Town of Cobalt** 

<b>Business</b>	Property	y Class
-----------------	----------	---------

Commercial

Industrial

Pipeline

New Construction - Commercial

New Construction - Industrial

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2015 BET Rate

1.190000%

1.190000%

1.190000%

1.190000%

Ontario Ministry of Finance Provincial Local Finance Division Property Tax Analysis and Municipal Funding Policy Branch

5408

15-45



Box 1718, B-883356 Highway 65 New Liskeard, ON POJ 1PO Phone: 705-647-9575

http://claybeltmuseum.ca

March 18, 2015

To the Mayors, Reeves and Councillors of South Temiskaming:

In our 41<sup>st</sup> year, we will continue with our mission of recording and preserving our local heritage. In 2015 we plan to publish Claybelt Memories Volume 2 and reprint a history of McCool School which was originally published for a school reunion in 1992. These will be available when the museum opens for the 2015 season.

In the 2014 season, the Temiskaming Treasures Quilt Guild again demonstrated quilting at the museum during Culture Days. The fund raisers in 2014 included our Harvest Supper and the Christmas Market at Riverside Place. We also participated in the New Liskeard Fall Fair, Englehart Fall Fair, Earlton Steam Show and Culture Days events to showcase our work to the public.

For 2015 we are working on three new displays: one showing some of the clothes in our collection; a short illustrated history of the T. Eaton Company; a display commemorating the 400<sup>th</sup> anniversary of the French presence in Ontario (our first documented visit by Sieur de Troyes in 1686); and a small theatre where visitors may view some old videos of local interest.

We appreciate the monetary assistance that was given to us in 2014 by some municipalities. Part 4 of the Ontario Heritage Act states, "The primary responsibility to identify and protect cultural and heritage property rests with the municipality." The Act further specifies that cultural property includes not only buildings and locations but documents, peoples' stories, songs, artifacts, and photographs. By collecting, preserving, recording and storing these historical items from South Temiskaming, we are assisting you in fulfilling your obligations as specified by the *Heritage Act*.

How can you help us to fulfill this obligation? A sponsorship donation of \$200 from each municipality annually enables us to stabilize funding that makes planning and carrying out projects easier. We would be happy to have representatives from your municipality visit the museum so that we can show you how we are preserving South Temiskaming's history. Call me to make an appointment for a visit. We know your budgets are stretched to the limit, but for the sake of preserving our heritage, we need your assistance.

Yours sincerely,

Margaret Villneff, President 705-647-4825



15-46

Theresa Tasse Box 344, Cobalt, ON P0J 1C0 705-679-8787 March 27, 2014

Mayor and Council, Town of Cobalt, Cobalt, ON P0J 1C0

Request for no-charge use of the Cobalt Community Hall for the Stand Up Program

Mayor and Council;

The Stand Up Fall Prevention Exercise Program is:-

- run by certified trainers/facilitators and gives advice in various ways on how to avoid falls, and teaches simple exercises to do at home.
- a FREE to participants, group exercise program, offered through the local health agencies in locations that are provided at no cost to the agency.
- open to ALL older adults.
- absolutely essential for our older adult population who are generaly at risk of serious injury from falling.

The times/days that are needed to run the program are:-

- Mondays 2:45 4:45 p.m.
- Wednesdays 2:45 4:45 p.m.
- for 12 weeks beginning April 13 (tentative) to July 13, 2015

Requesting use of the Cobalt Community Hall because:-

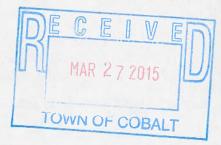
- the schedule of the facilitator who is available to us at this time, is not able to accommodate the times that are available at the GAC building.
- when we are pro-active in injury prevention, it reduces potential costs to everyone.
- I believe that this program fits in with global recreation programs and activities that our municipality attempts to provide.
- older adults who reside in Cobalt are at a disadvantage if they are not in a position to travel to other locations for the program assuming that there is room for them.
- I believe that we should have access to this program here, in Cobalt.
- the program is viable the participant list is almost full at this point.

Thank you for your time and consideration in this matter. I am confident that you will look favourably on this request and that it will receive your approval.

Sincerely;

Theresa Jasse

Theresa Tasse



# Dear Council Members:

We are aware that municipal and county councils across the province are now in the process of budget discussions and, ultimately, finalization of a budget for the 2015 year. It is with this in mind that weal T are writing to ask you to consider making a commitment to financially support the Charter Challenge of Ontario's wind turbine approval process. The Charter Challenge could be the best approach to protect your residents and minimize your own need for legal action.

#### Here is a brief synopsis of the Charter Challenge to date:

<u>Superior Court - 2013</u>: Justice Grace of the Superior Court ruled that Charter and constitutional challenges of the province's wind turbine approval process should be heard at the Environmental Review Tribunal (ERT) level. In his Decision, he also stated the following: "I am acutely aware that some may conclude that this ruling forecloses judicial involvement in the dispute. With respect, it does not do so. The statutory process is in its early stages. A right to appeal to Divisional Court on a question of law is expressly given".

<u>Environmental Review Tribunal Hearings - 2013-2014</u>: As directed, the ERT process was followed. In each of the three hearings (Dixon/Ryan-St. Columban, Drennan-K2 Wind & Kroeplin-Armow), the ERT took the position that it lacked the jurisdiction to rule on whether or not the Ministry of the Environment Director's decision to issue a Renewable Energy Approval (REA) met the constitutional requirements of section 7 of the Charter.

<u>Divisional Court – 2014</u>: The next logical step was to go back to Justice Grace's decision and appeal to Divisional Court. The appeal was dismissed. The panel of judges at Divisional Court found that the ERT did not err in the way in which it dealt with the Appellants' (families') claims even though Justice Grace of the Superior court was assured by government lawyers in Goderich that the ERT had the right and jurisdiction to hear constitutional and Charter issues. The Appellants (families) were seeking to change the test of how a renewable energy project is approved from "must prove serious harm to human health" to "a project should not be approved where there is a reasonable prospect of serious harm to human health". This issue was not specifically addressed by the Divisional Court in its decision.

<u>Ontario Court of Appeal – 2015</u>: The families have now filed a Notice of Motion for Leave to Appeal to the Ontario Court of Appeal. Falconers LLP is preparing a factum setting out the reasons for appeal and will be submitting it to the Ontario Court of Appeal by March 10, 2015. The Ontario Court of Appeal will review the factum and decide whether or not to hear the appeal. If it's a yes, the appeal can move forward. The court has set no timeline for providing a decision on the leave to appeal request. The County of Lambton and fourteen community groups intervened in support of the case, bringing their record of issues that were relevant to municipalities and communities. The County of Lambton has already confirmed that they will be intervening at the Ontario Court of Appeal level if leave is granted and the Charter Challenge proceeds.

There are some very legitimate reasons for your council to consider this request. They are as follows:

1. Two very important acknowledgements have been made by the court system in Ontario as this challenge has progressed. In September of 2014, Justice L.C. Leitch of the Ontario Superior Court of Justice acknowledged that "there is a serious issue to be tried, or in other words, that the appeal is neither vexatious nor frivolous". In early March of this year the three Divisional Court judges who heard the appeal in November of 2014 released their costs decision. The cost awards were dramatically reduced from what the wind companies requested and, in their decision, the three judges stated that "although the appellants obviously had a private interest in the litigation, their appeals contained a strong public interest component raising, as they did, the constitutionality of part of the legislative regime governing the construction and operation of wind farms in this province. Any award of costs must reflect that strong public interest component".

- 2. You have the right and the responsibility to protect the best interests of your residents and ratepayers.
- 3. This is indeed public interest litigation. It is not fair or reasonable to expect a few to fight for and fund something that stands to benefit so many. We can and must help each other.
- 4. A good deal of time, effort and money has gone into getting this case to this point. A significant record has been created. For anyone to start from scratch would be very costly and, essentially, a duplication of effort with no real advantage.

The economics and science of industrial wind turbines is unsettled and evolving. The Charter Challenge is, of course, part of a much broader ongoing discussion across the province on the industrial wind turbine front. Other concerns related to industrial wind turbine developments, shared by councils and citizens alike, include:

- the overall economics of the provincial wind energy development regime.
- increased hydro rates for municipal, business and residential customers.
- property values (lower property values leading to lower property assessments, a lower tax base and higher mill rates).
- impacts on animal health, tourism, source water protection, wildlife habitats and migratory routes.
- the drain on local extractive resources.
- the loss of longstanding municipal rights and authority; the loss of local democracy; the loss of prime agricultural land for food production; the loss of future development potential within wind developments and the loss of trust among family members, friends and neighbours in our communities.

The following links may be of interest to you as well:

http://www.owensoundsuntimes.com/2015/01/20/anti-wind-farm-group-seeks-leave-to-appeal-incharter-fight

http://www.theglobeandmail.com/news/national/ontario-families-fight-massive-legal-bill-from-wind-farmcompanies/article23238169/

http://www.therecord.com/news-story/5466259-court-slashes-340-000-legal-bill-for-wind-farm-foes-tomanageable-67-000/

www.falconers.ca and www.halt-safe.ca

The more we can work together on all wind turbine related matters, the better it will be for all of us.

# To support the Charter Challenge, please make your cheque payable to SWEAR c/o Dave Hemingway, R.R.#2 Bayfield, Ontario N0M 1G0. All contributions go directly to the Charter Challenge. Thank you.

Dave Hemingway, President - email <u>davehemingway@gmail.com</u> Anita Frayne, Secretary/Treasurer Gerry Ryan, Rob Tetu & Tom Melady (HEAT) Kevin McKee & Deb Morris (HALT All On Behalf of SWEAR (Safe Wind Energy for All Residents)





# École secondaire catholique Sainte-Marie

Carol Mackey B. A., B. Ed., Directrice Jean-Marcel Ndumbi-Tshingombe Lic., B. Ed., Directeur adjoint



March 25<sup>th</sup>, 2015

Corporation of the Town of Cobalt Mr. Stephane Palmateer P.O. Box 70 Cobalt, Ontario POJ 1C0

Mr. Palmateer,

This year, approximately 85 of our graduates will receive the Ontario Secondary School Diploma at our **Commencement Exercises** held on **Wednesday**, June 17<sup>th</sup>, 2015 at É.S.C. Sainte-Marie. This special evening allows us to celebrate the academic achievements of our graduating students.

In the past, we have given our graduates and other deserving students various awards and bursaries, due to the kind generosity of numerous donors. Again, we are soliciting your generous donation in order to reward our students for their outstanding work. Be assured that your contribution will go towards helping our students meet their ever increasing post-secondary financial obligations. In order to accelerate procedures on **June 17**<sup>th</sup>, all awards under \$200 will be distributed during a special presentation on **June 2**<sup>nd</sup>. The school committee will contact you to let you know the time and place of this presentation.

Your donation is greatly appreciated and we would be thankful in receiving it before May 8<sup>th</sup>, 2015. Please make cheque payable to **ESCSM - Commencement Exercises**. A receipt will be forwarded to you for income tax purposes.

Your interest and financial support are gratefully appreciated by the graduating class of 2015.

Yours truly,

1711 1

Carol Mackey / Principal

CM/mb Enclosure: (1)

340, avenue Hessle, C.P. 4010, New Liskeard ON P0J 1P0 Tél. : 705.647.7376 Téléc. : 705.647.9727 www.lesApollos.ca

Reminder	
©+1 647 556 6000 www.patenttrademarkoffice.ca	
Date: 2015-03-30	
Trademark No: TMA526622	
may subsequently be renewed for fifteen years at a time. Idemark.	
THE CORPORATION OF THE TOWN OF COBALT ONTARIO	
18 SILVER STREET BOX 70	
COBALT ONTARIO P0J 1C0	
IMPORTANT INFORMATION	
GRAPHIC REPRESENTATION         Please return this document with your signature and/or company stamp in the apprace below if you would like to renew your trademark. Your trademark will be reform us after we have received this signed document from you. By signiture the back of this document and also empower Patent & Trademark Organisation to renewal mark state document with your signature and/or company stamp in the apprace below if you would like to renew your trademark organisation to renewal the back of this document and also empower Patent & Trademark Organisation to renewal according to your behave the trademark organisation to renewal the signature and only according to the yare failed to be renewed in time. This renewal is optional and only according to you have any questions regarding your representative in order to assist you were renewal grocess.         If you have any questions regarding your renewal process contact us via renewal grocess.         If you have any questions regarding your renewal process contact us via renewal grocess.         If you have any questions regarding your renewal process contact us via renewal grocess.         Image:	
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Industry Canada

FedNor

Industrie Canada

FedNor

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

Protected B

Project Number: 851-806929

# THIS AGREEMENT made as of: MAR 2 4 2015

#### BETWEEN

# HER MAJESTY THE QUEEN IN RIGHT OF CANADA as represented by the Minister of Industry (the "Minister")

- AND -

# the Corporation of the Town of Cobalt (the "Recipient")

WHEREAS in response to an application from the Recipient received October 31, 2014, the Minister has agreed to provide a non-repayable Contribution to the Recipient (the Minister and the Recipient collectively referred to as the Parties and individually as a Party) under the Northern Ontario Development Program for the Project described in Annex 1 on the terms and conditions herein contained.

IN CONSIDERATION of the mutual covenants and agreements herein contained (the receipt and sufficiency of which is hereby acknowledged), the Parties hereto hereby covenant and agree as follows:

# Canada

#### **1.0 The Agreement**

1.1 a) The following Annexes form part of this Agreement:

Annex 1 – The Project – Statement of Work

Annex 2 – Costing Memorandum

Annex 3 – Recipient representation documents per section 8.0

(collectively the "Agreement")

This Agreement supersedes all prior agreements, documents, undertakings and negotiations, whether oral or written of the Parties, related to its subject matter.

- b) Neither this Agreement nor any part thereof shall be assigned by the Recipient without the prior written consent of the Minister.
- c) This Agreement shall enure to the benefit of and be binding upon the Recipient, its successors and permitted assigns.
- d) No amendment to this Agreement shall be effective unless it is made in writing and signed by the Parties hereto.

#### 1.2 Precedence

In the event of, and only to the extent of, any conflict or inconsistency between the part of the Agreement that precedes the signatures of the Parties, and the annexes that follow, the part of this Agreement that precedes the signatures of the Parties shall apply. The order of precedence amongst the annexes of this Agreement will be:

Annex 1 – The Project – Statement of Work Annex 2 – Costing Memorandum

# 1.3 Headings

The headings used in this Agreement are inserted for convenience of reference only and shall not affect its interpretation.

## 1.4 Date of Acceptance

The date of acceptance shall be the date the duplicate copy of this Agreement, unconditionally accepted and duly executed by the Recipient, is received by the Minister (the "Date of Acceptance").

## 1.5 Duration of Agreement

This Agreement comes into force on the Date of Acceptance and will terminate twelve (12) months after:

- a) the Completion Date; or
- b) upon the date on which all amounts due by the Recipient to the Minister under this Agreement, have been paid in full,

whichever is the later, unless terminated earlier in accordance with the terms of this Agreement.

1.6 Survival

Notwithstanding the provisions of subsection 1.5 above, the rights and obligations of the Parties set forth in the following sections, shall survive the expiry or early termination of this Agreement, and shall remain in full force and effect for a period of six (6) years after the expiry or early termination of this Agreement:

- a) Section 4 Total Canadian Government Funding
- b) Section 7 Monitoring and Audit
- c) Section 8 Representations

d) Section 11 – Indemnification and Limitation of Liability

- e) Section 12 Default and Remedies
- f) Section 13 General

# 2.0 <u>The Project</u>

- 2.1 The Recipient shall ensure that the Project described in Annex 1 (the "Project") commences on or before April 1, 2015 (the "Commencement Date") and is completed on or before March 31, 2018 (the "Completion Date").
- 2.2 The Recipient shall not alter the scope, timing or location of the Project without the prior written consent of the Minister.

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## 3.0 <u>The Contribution</u>

- 3.1 The Minister will make a Contribution (the "Contribution") to the Recipient in respect of the Project in an amount not exceeding the lesser of:
  - a) 90% of the incurred Eligible & Supported Costs of \$335,000 of the Project outlined in Annex 1, and
  - b) \$301,500.
- 3.2 The Minister shall not normally contribute to any Eligible and Supported Costs incurred prior to October 31, 2014 or later than the Completion Date.

The Minister shall not make any payment of the Contribution in respect of costs for which the Recipient has entered into a legal commitment prior to the Application Received Date.

- 3.3 Notwithstanding 3.2 the Minister may, at his or her sole discretion, limit to 10% of the Contribution the amount paid towards Eligible and Supported Costs incurred by the Recipient between the date that the completed and signed Application was received and the Commencement Date.
- 3.4 The Recipient shall use the Contribution solely and exclusively to support the Eligible and Supported Costs of the Project as detailed in Annexes 1 and 2 and shall carry out the Project in a diligent and professional manner.
- 3.5 The Recipient shall be responsible for all costs of the Project, including cost overruns, if any.
- 3.6 Payment by the Minister of amounts due under this Agreement shall be conditional on there being a legislated appropriation for the fiscal year of the Government in which the payment is due. The Minister shall have the right to terminate or reduce the Contribution in the event that the amount of the appropriation is reduced or denied by Parliament. In the event that any portion of the Contribution has been paid to the Recipient and the legislated appropriation for the fiscal year of the Government in which such payment is made is not obtained, the Minister shall have the right to recover the amount so paid from the Recipient.

## 4.0 Total Canadian Government Funding

a) The Recipient hereby confirms that for the purposes of this Project, the following additional sources of Canadian government funding including without limitation, federal, provincial, municipal or local government assistance has been requested or received:

Town of Cobalt, Town of Latchford and Township of\$33,500Coleman\$33,500

- b) The Recipient shall promptly inform the Minister in writing in the event additional Canadian government funding for the purposes of this Project has been requested or received during the Term of this Agreement and acknowledges and agrees that an adjustment to the amount of the Contribution and a request for repayment of part or all of the amounts paid to the Recipient may be made as a result thereof. The amount of such repayment requested will constitute a debt due to Her Majesty and will be recovered as such from the Recipient.
- c) In no instance will the total Canadian government funding towards the Eligible Costs be allowed to exceed one hundred percent (100%) of the total Eligible Costs.

# 5.0 Intellectual Property

5.1 Title to any intellectual property created solely by the Recipient as part of or in respect of the Project will vest with the Recipient or will be determined by applicable Canadian law.

# 5.2 Copyright

All reports and other information that the Minister collects, manages or has a right to receive or produce in accordance with this Agreement, or that the Recipient collects, creates, manages and shares with the Minister, shall be deemed to be "Canada Information". The Minister shall have the right, subject to the provisions of the Access to Information Act, to release to the public, table before Parliament, or publish by any means, any Canada Information, including such excerpts or summaries of the Canada Information as he or she may, from time to time, determine.

# 6.0 <u>Claims and Payments</u>

# 6.1 Payment Procedures

Payments will be made on the basis of documented claims for reasonable eligible and supported costs incurred. Reporting requirements, specific to the Project are detailed in Annex 1.

- a) The Recipient shall submit claims for Eligible and Supported Costs incurred, in a form satisfactory to the Minister. Each claim will include the following information:
  - i) a list of Eligible and Supported Costs incurred;
  - ii) a certification, by an authorized signatory of the Recipient, with respect to the accuracy of the claim and submitted documentation and with respect to its compliance with the terms and conditions of the Agreement; and
  - iii) any other documentation in support of the claim as may be required by the Minister.
- b) The Minister shall review and approve the documentation submitted by the Recipient following the receipt of the Recipient's claim, or will notify the Recipient of any deficiency in the documentation submitted which deficiency the Recipient shall immediately take action to address and rectify.
- c) Subject to the maximum Contribution amounts set forth in subsection 3.1 and all other conditions in this Agreement, the Minister shall pay to the Recipient the Minister's portion of the Eligible and Supported Costs set forth in the Recipient's claim in accordance with the Minister's customary payment practices.
- d) The Minister may request at any time that the Recipient provide satisfactory evidence to demonstrate that all Eligible and Supported Costs claimed have been paid.
- e) The Minister may require that any claim submitted for payment of the Contribution be certified by the Recipient's external auditor or by an auditor approved by the Minister.

## 6.2 Final Claim Procedures

- a) In addition to the requirements set out in subsection 6.1, the Recipient's final claim for any Eligible and Supported Costs and/or the final reconciliation of any outstanding advances, accompanied by the following, in a form satisfactory to the Minister in scope and detail:
  - i) a final statement of total Project costs;
  - ii) a statement of the total funding provided from all sources for the Project, including total Canadian government funding received;
  - iii) a Final Activity Report on the Project;
  - iv) a Final Results Report on the outcomes and impacts of the Project for evaluation purposes, as described in Annex 1; and
  - v) a certification, by an authorized signatory of the Recipient, that this is the final claim for payment and includes all final Eligible and Supported Costs Incurred and Paid submitted for payment.

b) The Recipient shall submit the final claim for Eligible and Supported Costs to the satisfaction of the Minister no later than six (6) months after the Completion Date or early Termination Date of the Project. The Minister shall have no obligation to pay any claims submitted after that date.

6.3 If the Recipient earns any interest as a consequence of an advance payment of the Contribution or earns any revenue as a result of the Project or if it receives any revenue from another level of government for the Project, the Minister may in his or her absolute discretion reduce the Contribution by all or by such portion of the revenue (including the interest) as he or she deems appropriate.

## 6.4 Holdback

Notwithstanding any other provision of this Agreement, the Minister may, at the Minister's sole discretion, withhold up to 10% of the Contribution amount until:

- a) the Project is completed to the satisfaction of the Minister;
- b) the Final Report has been submitted to the satisfaction of the Minister;
- c) audits, where required by the Minister have been completed to the satisfaction of the Minister; and
- d) the Minister has approved the final claim described in subsection 6.2.

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#### 6.5 Overpayment or Non-entitlement

Where for any reason the Recipient is not entitled to the Contribution or the amount paid to the Recipient exceeds the amount to which the Recipient is entitled, the Contribution or the amount in excess, as the case may be, shall constitute a debt due to Her Majesty the Queen in Right of Canada and shall be recovered as such from the Recipient. The Recipient shall repay the Minister promptly and in any case no later than 30 days from the date of the Minister's demand for payment, the amount of the Contribution disbursed or the amount of the overpayment, as the case may be, together with the average bank interest rate in accordance with the Interest and Administrative Charges Regulations, in effect on the due date, plus 3% compounded monthly on overdue balances payable, from the date of the demand, until payment in full is received by the Minister.

#### 6.6 Sharing Ratios

If the Minister makes individual payments that represent higher sharing ratios than those authorized for the total Contribution, in no event shall the overall sharing ratio calculated on the total Eligible and Supported Costs of the Project exceed the maximum authorized sharing ratios as provided in subsection 3.1 a.

## 6.7 Advance Payments

Where the Minister is satisfied and has determined that the Recipient requires an advance against the Contribution amounts payable under this Agreement in order to meet cash flow requirements of the Recipient and that the advance payment is critical for the success of the Project, the Minister may, at his or her sole discretion, make advance payments to the Recipient.

# 7.0 Monitoring and Audit

- 7.1 For evaluation purposes, the Recipient shall, in addition to reporting measures outlined in subsections 6.1 and 6.2, submit performance reports on the schedule outlined in Annex 1.
- 7.2 The reports referred to in subsection 7.1 shall contain information sufficient to allow the Minister to assess the progress of the Project (e.g. work completed to date). Upon request of the Minister and at no cost to him, the Recipient will promptly elaborate upon any report submitted.

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- 7.3 The Minister may request that the Recipient submit to him a copy of its financial statements (audited, if produced), within 120 days of each Recipient fiscal year end or within such longer period as may be authorized by the Minister.
- 7.4 The Recipient shall provide to the Minister a copy of any report or publication produced as a result of this Agreement, whether interim or final, as soon as the same becomes available.
- 7.5 The Recipient shall, throughout the term of this Agreement, at its own expense:
  - a) keep, maintain, preserve and make available for audit and examination by the Minister's representatives, proper books, accounts and records of the costs of the Project, wherever such books, and records may be located, and permit any authorized representative of the Minister to conduct such independent audits and evaluations as the Minister in his or her discretion may require;
  - b) permit any authorized representatives of the Minister reasonable access to the Recipient's premises to inspect and assess the progress and results of the Project; and
  - c) supply promptly, on request, such information in respect of the Project and its results as the Minister may require for purposes of this Agreement and for statistical purposes.
- 7.6 The Minister shall have the right, at his or her own expense, and as and when he or she determines necessary, to perform audits of the Recipient's books, accounts, records, financial statements and claims for Eligible and Supported Costs, and the Recipient's administrative, financial and claim certification processes and procedures, for the purposes of verifying the costs of the Project, validating claims for Eligible and Supported Costs, ensuring compliance with the terms of this Agreement, and confirming amounts repayable to the Minister under the provisions of this Agreement.
- 7.7 Any audits performed hereunder will be carried out by auditors selected by the Minister, which may include any of the following: Department of Industry officials, an independent auditing firm, and the Recipient's external auditors. The Minister will provide the Recipient with a description of the scope and criteria of the audit and the expected time frames for completion of the audit and public release of the related reports.

# 7.8 Auditor General of Canada

The Recipient acknowledges that the Auditor General of Canada may, at the Auditor General's cost, after consultation with the Recipient, conduct an inquiry under the authority of subsection 7.1(1) of the Auditor General Act in relation to any funding agreement (as defined in subsection 42(4) of the Financial Administration Act) with respect to the use of funds received.

For purposes of any such inquiry undertaken by the Auditor General, the Recipient shall provide, upon request and in a timely manner, to the Auditor General or anyone acting on behalf of the Auditor General:

- a) all records held by the Recipient, or by agents or contractors of the Recipient relating to this Agreement and to the use of the Contribution; and
- b) such further information and explanations as the Auditor General, or anyone acting on behalf of the Auditor General, may request relating to this Agreement or the Contribution.

#### 8.0 <u>Representations</u>

The Recipient represents and warrants that:

- a) it is a municipality and in good standing under the laws of Canada and Ontario, and it shall remain as such for the duration of the Agreement. A certified copy of the Charter for this organization together with a certified copy of the Resolution and/or by-laws authorizing this transaction is attached to this Agreement as Annex 3;
- b) it has the power and authority, and has met all legal requirements, necessary to carry on business, hold property, and to enter into, deliver and perform this Agreement;
- c) the signatories to this Agreement, on behalf of the Recipient, have been duly authorized to execute and deliver this Agreement;
- d) this Agreement constitutes a legally binding obligation of the Recipient, enforceable against it in accordance with its terms, subject to a court's discretionary authority with respect to the granting of a decree ordering specific performance or other equitable remedies;

the execution and delivery of this Agreement and the performance by the Recipient of its obligations hereunder will not, with or without the giving of notice or the passage of time or both:

- i) violate the provisions of the Recipient's by-laws, any other corporate governance document subscribed to by the Recipient or any resolution of the Recipient;
- ii) violate any judgment, decree, order or award of any court, government agency, regulatory authority or arbitrator; or
- iii) conflict with or result in the breach or termination of any material term or provision of, or constitute a default under, or cause any acceleration under, any license, permit, concession, franchise, indenture, mortgage, lease, equipment lease, contract, permit, deed of trust or any other instrument or agreement by which it is bound.
- f) there are no actions, suits, investigations or other proceedings pending or, to the knowledge of the Recipient, threatened and there is no order, judgment or decree of any court or governmental agency which could materially and adversely affect the Recipient's ability to carry out the activities contemplated by this Agreement; and
- g) the Recipient has acquired adequate property damage and general liability insurance that is consistent with the level of risk exposure associated with the Project and will maintain such from the Commencement Date to the Completion Date.

# 9.0 Announcements, Events and other Communications Activities

The Recipient hereby consents to participate in a public announcement of the Project by or on behalf of the Minister in the form of a news release and/or media event. The Minister shall inform the Recipient of the date the public announcement is to be made, and the Recipient shall maintain the confidentiality of this Agreement until such date. The Recipient agrees to satisfy the event/announcement requirements which can be found in the Communications Requirements section of the FedNor website (fednor.gc.ca), located under Resources; For funding recipients.

e)

The Recipient hereby agrees to place federal government logos on all Project-related promotional or advertising materials (unless prior exemption is obtained from Industry Canada), including, but not limited to, electronic media (web, television, video), and print media (print advertising, brochures, magazines, maps, posters). In addition, the Recipient may be required to produce and display recognition signage. The Recipient agrees to satisfy the federal visibility and signage requirements which can be found in the Communications Requirements section of the FedNor website (fednor.gc.ca), located under Resources.

#### 10.0 Official Languages

10.1 In relation to the Project, the Recipient agrees to:

- a) make available communications that target the public in both official languages, in a manner that gives equal prominence to both official languages (or for a specific clientele where the linguistic preference of individual members of the target group is known, in accordance with such preferences);
- b) actively offer in both official languages any activities or services to be provided or made available to the public by indicating clearly that they are available in English and French;
- c) provide in both official languages any services to be provided or made available to the public, and organizing activities, as appropriate, to meet the needs of both official language communities, recognizing that:
  - i) where a service is provided on an individual basis (e.g. one time transaction service), a uniform service may be provided in both official languages; and
  - ii) where a service involves a longer-term community development process or ongoing relationship with the Recipient; where regional characteristics must be taken into account; or where participation of the target population in the development or implementation of the service is required to meet the objectives, services or activities may need to take into account the particular needs of the Official Language Minority.

# 11.0 Indemnification and Limitation of Liability

- 11.1 This Agreement is a Contribution Agreement only, not a contract for services or a contract of service or employment, and nothing in this Agreement, or the parties' relationship or actions is intended to create, nor shall be construed as creating, a partnership, employment or agency relationship between them. The Recipient is not in any way authorized to make a promise, agreement or contract or to incur any liability on behalf of the Minister, nor shall the Recipient make a promise, agreement or contract and incur any liability on behalf of the Minister or behalf of the Minister or behalf of the Minister and the Recipient shall be solely responsible for any and all payments and deductions required by applicable laws.
- 11.2 The Recipient shall at all times indemnify and save harmless the Minister, his or her officials, employees and agents, from and against all claims and demands, losses, costs, damages, actions, suits or other proceedings (including, without limitation, those relating to injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights) by whomsoever brought or prosecuted, or threatened to be brought or prosecuted, in any manner based upon, caused by, or arising directly or indirectly from:
  - a) the Project, its operation, conduct or any other aspect thereof;
  - b) the performance or non performance of this Agreement, or the breach or failure to comply with any term, condition, representation or warranty of this Agreement, by the Recipient, its officers, employees and agents, or by a third party or its officers, employees, or agents; or
  - c) any omission or other wilful or negligent act or delay of the Recipient or third party and their respective employees, officers, or agents,

except to the extent to which such claims and demands, losses, costs, damages, actions, suits, or other proceedings relate to the wilful act or omission of an official, employee, or agent of the Minister in the performance of his or her duties.

- 11.3 The Minister shall have no liability under this Agreement except for payments of the Contribution in accordance with the provisions of this Agreement. Without limiting the foregoing, the Minister shall not be liable for any direct, indirect, special or consequential damages, or damages for loss of revenues or profits of the Recipient.
- 11.4 The Minister, his or her agents, employees and servants will not be held liable in the event the Recipient enters into loan, a capital lease or other long-term obligation in relation to the Project for which the Contribution is provided.

## 12.0 Default and Remedies

#### 12.1 Events of Default

The following constitute events of default:

- a) the Recipient becomes bankrupt or insolvent, goes into receivership, or takes the benefit of any statute from time to time in force relating to bankrupt or insolvent debtors;
- b) an order is made or resolution passed for the winding up of the Recipient, or the Recipient is dissolved;
- c) in the opinion of the Minister, the Recipient ceases to operate or has sold all or substantially all its assets;
- d) the Recipient has submitted incomplete, false or misleading information to the Minister, or makes a false representation in this Agreement or any document relating to the Contribution;
- e) in the opinion of the Minister, there is a material adverse change in risk;
- f) in the opinion of the Minister, the Recipient fails to comply with a term, undertaking or condition of this Agreement; or
- g) in the opinion of the Minister, the Recipient has failed to proceed diligently with the Project including, but not limited to, failure to meet deadlines stipulated in this Agreement except where such failure is due to causes which, in the opinion of the Minister, are beyond the control of the Recipient.

### 12.2 Notice and Rectification Period

The Minister may make a declaration of default by providing written notice to the Recipient of the condition or event which, in the Minister's opinion, constitutes an event of default under subsection 12.1. Except in the circumstances described in subsections (a) and (b) of section 12.1, the Minister may, in his or her discretion, advise the Recipient of the condition or event, and allow the Recipient a period of fifteen (15) days, or such other time as the Minister may in his or her sole discretion deem appropriate, to correct the condition or event complained of, or to demonstrate to the satisfaction of the Minister may immediately declare that an event of default has occurred. Notification by the Recipient of rectification shall be made in writing within the period of fifteen (15) days or such other time as the Minister may decide.

### 12.3 Remedies

If the Minister declares that an event of default has occurred, the Minister may immediately exercise any one or more of the following remedies:

- a) terminate any obligation by the Minister to make any payment under this Agreement, including any obligation to pay an amount owing prior to such termination;
- b) suspend any obligation by the Minister to make any payment under this Agreement, including any obligation to pay an amount owing prior to such suspension;
- c) require the Recipient to repay forthwith to the Minister all or part of the Contribution which amount shall constitute a debt due to Her Majesty; and
- d) exercise any other remedy available to the Minister at law.

# 13.0 <u>General</u>

#### 13.1 Canadian Goods and Services

The Recipient in purchasing goods and services for the performance of the Project, shall provide a full and fair opportunity for use of Canadian carriers, suppliers and sub contractors to the extent that they are competitive and available.

- 13.2 If the Recipient acquires supplies, equipment or services with the Contribution it shall do so through a process that promotes the best value for money. The Recipient must provide and adhere to current Recipient procurement policies with evidence of competitive process and selection methodology. In the absence of Recipient procurement policy, if the Recipient is selecting contractors from which to acquire supplies, equipment or services for the project for an amount greater than twenty-five thousand dollars (\$25,000) 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. FedNor may, at its sole discretion, consent in writing to single sourcing if details of urgency, special expertise, confidentiality, savings or other circumstances warrants it.
- 13.3 Without limiting the scope of the Set-off Rights provided for under the Financial Administration Act, it is understood that the Minister may set off against the Contribution, any amounts owed by the Recipient to Her Majesty the Queen in Right of Canada under legislation or contribution agreements and the Recipient shall declare to the Minister all amounts outstanding in that regard when making any claim under this Agreement.
- 13.4 Subject to the Access to Information Act (Canada), the Privacy Act, the Library and Archives Act of Canada, and to section 9.0 of this Agreement, the Parties shall keep confidential and shall not disclose the contents of this Agreement or the transactions contemplated hereby without the consent of all Parties.
- 13.5 Notwithstanding subsection 13.4, the Recipient waives any confidentiality rights to the extent such rights would impede Canada (Her Majesty the Queen in Right of Canada) from fulfilling its notification obligations to the World Trade Organization under Article 25 of the Agreement on Subsidies and Countervailing Measures.
- 13.6 The Recipient shall comply with all federal, provincial, territorial, municipal and other applicable laws governing the Recipient or the Project, or both, including but not limited to, statutes, regulations, by-laws, rules, ordinances and decrees. This includes any legal requirements and regulations relating to the environment.
- 13.7 This Agreement shall be subject to and construed in accordance with the laws of Canada and of Ontario and the parties hereto acknowledge the jurisdiction of the superior court of such province as defined in the Interpretation Act R.S., c. I-23, as amended from time to time.

- 13.8 If a dispute arises concerning the application or interpretation of this Agreement, the Parties shall attempt to resolve the matter through good faith negotiation, and may, if necessary and the Parties consent in writing, resolve the matter through mediation by a mutually acceptable mediator or arbitration in accordance with the Commercial Arbitration Code set out in the schedule to the Commercial Arbitration Act (Canada), and all regulations made pursuant to that Act.
- 13.9 Any tolerance or indulgence demonstrated by one Party to the other, or any partial or limited exercise of rights conferred on a Party, shall not constitute a waiver of rights, and unless expressly waived in writing both Parties shall be entitled to exercise any right and seek any remedy available under this Agreement or otherwise at law. Either Party may, by notice in writing, waive any of its rights under this Agreement.
- 13.10 The Recipient represents and warrants that no member of the House of Commons or the Senate of Canada shall be admitted to any share or part of this Agreement or to any benefit arising from it, that is not otherwise available to the general public.
- 13.11 The Recipient confirms that no current or former public servant or public office holder to whom the Values and Ethics Code for the Public Service or the Conflict of Interest Act apply, shall derive direct benefit from the Agreement, including any employment, payments or gifts, unless the provision or receipt of such benefits is in compliance with such codes and legislation. Where the Recipient employs or has a shareholder who is either a current or former (in the last twelve months) public office holder or public servant in the federal government, the Recipient shall demonstrate compliance with these codes and legislation.
- 13.12 It has not directly or indirectly promised or offered to any official or employee of the Minister, any bribe, gift, or other inducement, nor has it authorized any person to do so on its behalf, for or with a view to obtaining this Contribution.

- 13.13 The Recipient represents and warrants that:
  - a) any person (other than an employee) who, for consideration, directly or indirectly, communicated with or arranged a meeting with a public office holder, in respect of any aspect of this Agreement, prior to the execution of the Agreement, was in compliance with all requirements of the Lobbying Act, as amended from time to time;
  - b) any person (other than an employee) who, for consideration, directly or indirectly, during the term of this Agreement and in respect of any aspect of this Agreement, communicates with or arranges a meeting with a public office holder, will be in compliance with all requirements of the Lobbying Act;
  - c) at all relevant times it has been, is and will continue to remain in compliance with the Lobbying Act;
  - d) it has not, nor has any person on its behalf, paid or provided or agreed to pay or provide, to any person (other than an employee), directly or indirectly, a commission, contingency fee or any other consideration (whether monetary or otherwise) that is dependent upon the execution of the Agreement or the person arranging a meeting with a public office holder; and
  - e) it will not, during the term of this Agreement, pay or provide or agree to pay or provide to any person (other than an employee), directly or indirectly, a commission, contingency fee or any other consideration (whether monetary or otherwise) that is dependent upon the person arranging a meeting with any official or employee of Her Majesty the Queen in Right of Canada.

The Recipient acknowledges that the representations and warranties in this section are fundamental terms of this Agreement. The Minister may terminate this Agreement in the event of a breach of any of the above representations or warranties, and may also recover from the Recipient the full amount of any compensation paid by the Recipient in breach of subsections (d) or (e).

### 14.0 <u>Notice</u>

- 14.1 Any notice, information or document required under this Agreement shall be effectively given if delivered or sent by letter, electronic correspondence or facsimile (postage or other charges prepaid). Any notice that is delivered shall be deemed to have been received on delivery; any notice sent by electronic correspondence or facsimile shall be deemed to have been received one working day after being sent, any notice that is mailed shall be deemed to have been received eight (8) business days after being mailed.
- 14.2 Any notice or correspondence to the Minister shall be addressed to:

Industry Canada/FedNor 107 Shirreff Avenue, Suite 202 North Bay ON P1B 7K8

Attention:Mrs. Denise DeschampsCommunity Investment Initiative for Northern Ontario (CIINO)Northern Ontario Development Program

or to such other address as may be designated by the Minister in writing.

14.3 Any notice or correspondence to the Recipient shall be addressed to:

Her Worship Tina Sartoretto Mayor the Corporation of the Town of Cobalt 18 Silver St., P.O. Box 70 North Bay ON P0J 1C0

14.4 Either of the Parties may change the address which they have stipulated in this Agreement by notifying the other Party of the new address in writing, and such change shall be deemed to take effect fifteen (15) days after receipt of such notice.

# Project Number: 851-806929

...

IN WITNESS WHEREOF the Parties hereto have executed this Agreement

**HER MAJESTY THE QUEEN IN RIGHT OF CANADA** as represented by the Minister of Industry

Ane/ De

Name: Aime J. Dimatteo Title: Director General, FedNor Date: MAR 2 4 2015

### RECIPIENT

Per: Name: Title: Date:

Per:

Per: Name: Title: Date:

I/we have authority to bind the Corporation of the Town of Cobalt

Protected B

Annex 1

#### **THE PROJECT - STATEMENT OF WORK**

<u>Recipient:</u> the Corporation of the Town of Cobalt

Project Number: 851-806929

#### I. PROJECT SCOPE

i) <u>Description:</u>

The Corporation of the Town of Cobalt, in partnership with the Town of Latchford and Coleman Township, is requesting \$301,500, in Northern Ontario Development Program (NODP) funding under the program's Community Investment Initiative for Northern Ontario (CIINO) component, to support the implementation of priority economic development projects.

- ii) <u>Project Location:</u> Cobalt
- iii) <u>Dates:</u>

a) Commencement Date - April 1, 2015

- b) Completion Date March 31, 2018
- iv) Key Workplan Activities, Timelines and Milestones:

The proponent would hire an Economic Development Officer (EDO) for a period of three-years to implement the following projects:

• Assist the municipality in order to procure natural gas and high speed internet in the Town of Latchford;

• Create a marketing plan to market the area's features, events and investment opportunities, and support the development of the local tourism-based economy through social media, way-finding and digital messaging signage;

• Develop and implement a marketing initiative for the sale of waterfront residential lots along the Montreal River;

• Plan the development and occupancy of an industrial park in Latchford and in Coleman Township;

• Complete a geotechnical compilation along with the production of related promotional materials to attract future mining exploration and developments;

• Identify economic development partnerships with the First Nations of Matachewan, Bear Island and Temiskaming, as they have traditional territories in the catchment area;

· Work with Parks Canada to identify and implement activities to capitalize on Cobalt's "National Historical Mining Camp designation";

• With the lack of retail space in Cobalt, develop and secure commercial occupancy in the municipally owned Fraser building;

• Develop an art Gallery within the Cobalt Train Station and secure exhibits such as Northern Ontario Francophone sculptors, First Nations History and artifacts, etc.:

• Secure additional business tenants to occupy the train station;

· Work with the Cobalt/Coleman Historical Society and the Temiskaming Chamber of Commerce to develop a rest/tourism stop at the head frame situated at the entrance to HWY 11b; and,

• Develop and promote a destination camping experience at Bass Lake, which includes the development of amenities to host tourism events such as an ATV rally.

#### Performance Measures and Tracking Plan:

To determine the success of the project, the Town of Cobalt would provide an annual report that would measure regional and local economic activity, leads generated, jobs and businesses created, new construction starts and tax assessment increases.

Expected results include:

-10-14 new jobs to be created

-minimum of six businesses established

-one marketing plan developed and implemented

-increased capacity and collaboration between the three municipalities

-one full-time EDO position created for three years

-ten strategic alliances formed and/or maintained

-economic development projects developed in the region

-revitalization of two waterfronts

-enhanced internet service to communities to increase community competitiveness -four municipal assets would be modernized

V)

# vi) Project Costs and Financing:

Project Costs:		Financing:	
Eligible Costs		FedNor	\$301,500
- Supported	\$335,000	Other Federal	\$0
- Not Supported	\$0	Provincial	\$0
Ineligible Costs	\$0	Municipal	\$33,500
		Financial Institution	\$0
		Recipient	\$0
		Other	\$0
Total	\$335,000		\$335,000
·	Supported	Not Supported	Total
Eligible Costs:			
EDO (wages & benefits)	\$250,000		\$250,000
Other Related Expenses (office /	\$60,000		\$60,000
supplies/events/promotional materials/ translation/professional services etc.)			
Travel	\$25,000		\$25,000
TOTAL ELIGIBLE COSTS	\$335,000		\$335,000
Ineligible Costs			
			\$0
FOTAL INELIGIBLE COSTS			\$0
TOTAL PROJECT COSTS			\$335,000

\* Eligible Costs include the amount of Harmonized Sales Tax, (HST), net of any refund or eligible credits due from the Canada Revenue Agency.

vii) Official Languages Obligations: For greater certainty, Section 10.0 includes:

> Make available communications that target the public in both official languages, in a manner that gives equal prominence to both official languages or for a specific clientele where the linguistic preference of individual members of the target group is known, in accordance with such preferences.

## II. PROJECT FUNDING CONDITIONS

i) <u>Variance of any of the Eligible Supported Costs</u> Variance of any of the Eligible Supported Costs listed above in excess of 15% requires the prior written approval of the Minister.

### ii) <u>Pre-disbursement Conditions</u>

Prior to receiving payment towards Eligible and Supported Costs incurred, the Recipient, on or before the date of first payment, shall:

a) provide evidence that it has arranged for the balance of the funding required to enable the Project to proceed, on terms and conditions that are satisfactory to the Minister.

### iii) Advance Payments:

a) The Minister has approved advances calculated on the basis of projected cash flow requirements of the Recipient submitted by the Recipient and approved by the Minister.

# III. REPORTING REQUIREMENTS

The Recipient shall submit the following reports in a form satisfactory to the Minister:

- i) Progress Reports;
- ii) A Final Activity Report by the Final Claims Reporting Date;

### iii) Performance Reports, including:

- a) an Annual Results Report for projects lasting longer than 18 months and which have forecasted job or business outcomes. Completed reports are to be submitted no later than March 31 each year;
- b) a Final Results Report at project end on results achieved between the project start and end date;
- c) a Two-Year Follow-up Results Report for projects forecasting additional outcomes within two (2) years of project completion. If applicable, completed reports are to be submitted within one (1) month of receiving the report template; and
- d) a Five-Year Follow-up Results Report for projects forecasting additional outcomes within five (5) years of project completion. If applicable, completed reports are to be submitted within one (1) month of receiving the report template.

### Annex 2

#### COSTING MEMORANDUM

# Community Investment Initiative for Northern Ontario (CIINO)

# 1.0 <u>General Conditions</u>

- 1.1 Costs are Eligible Costs for the purposes of this Agreement only if they are, in the opinion of the Minister,
  - a) directly related to the Project;
  - b) reasonable;
  - c) appear in the "The Project-Statement of Work";
  - d) incurred in respect of activities which are incremental to the usual activities of the Recipient; and
  - e) incurred between October 31, 2014 and the Completion Date.

1.2 Costs incurred by way of the exercise of an option to purchase or hire are eligible only if the exercise of the option is at the sole discretion of the Recipient and the option has been exercised between October 31, 2014 and the Completion Date.

1.3 Costs of all goods and services (including labour) acquired from an entity which is, in the opinion of the Minister related to the Recipient, shall be valued at the cost which, in the opinion of the Minister, represents the fair market value of such goods or services, which cost shall not include any mark up for profit or return on investment.

1.4 No cost described in section 2.0 shall be eligible for inclusion in Eligible Costs unless the Recipient causes the supplying entity to maintain proper books, accounts and records of the costs related to the Project, and to provide to any representative of the Minister access to such books, accounts and records.

# 2.0 Eligible Costs

Where consistent with the approved Eligible and Supported costs, as defined in Annex 1 - The Project - Statement of Work, the following criteria will be used in determining eligibility of costs:

## 2.1 <u>Travel Costs - Prime Transportation</u>

Eligible travel costs are those which are deemed necessary to the performance of the Project. To be eligible, travel costs must be clearly documented as to the purpose of each trip. Travel expenses, at economy rates, shall be charged as at actual costs, but only to the extent that they are considered reasonable by the Department.

Necessary return airfare, train fare or bus fare at economy rates for participation personnel. Where a personal automobile is to be used, kilometre (mileage) allowance will be based on current Treasury Board of Canada Travel Directives. Eligible Costs shall be limited to the cost that would have been incurred and paid had normal public transportation at economy rates been used.

Actual costs at the destination will be allowed for food, accommodation and surface transportation (i.e., taxis, etc.). Meal rates will be based on current Treasury Board of Canada Travel Directives. <u>Please note receipts are required for all items except meals</u>. Entertainment (hospitality) costs are not eligible.

# 2.2 <u>Audit of Project Costs</u>

If expressly approved in writing by the Minister, Eligible Costs may include the cost of professional accountants certifying the accuracy of any costs claimed.

### 2.3 <u>Contractor/Consultants</u>

Save as herein provided, the direct costs of studies and/or services carried out by a private contractor, consultant or Canadian University or Research Institute are eligible.

Where a contractor or consultant is to be used, prior consultation with the Minister is advised to ensure that the costs for these services are eligible. The Minister may not contribute to the cost of goods or services that are not, in the opinion of the Minister, provided by an entity who is at arm's length from the Recipient

The contractor, consultant, University or Institute shall not acquire any rights to the product or process developed as a result of services provided.

# 2.4 <u>Calculation of Direct Labour Costs</u>

The Recipient may claim only that time worked directly on the Project by its employees and may not claim for indirect time, non-project related time, holidays, vacation, paid sickness, etc. Paid overtime, where considered reasonable in the opinion of the Minister, may be claimed. Time off in lieu of payment is not eligible. Time claimed will normally be expressed in hours.

The payroll rate is the actual gross pay rate for each employee (normal periodic remuneration before deductions). The payroll rate excludes all premiums (e.g., overtime), shift differentials and any reimbursement or benefit conferred in lieu of salaries or wages except as noted in the last paragraph.

Employment benefits (CPP, EI, holidays, and vacations, etc.) not exceeding 20% of direct labour costs may be claimed (supporting documentation not required).

### 2.5 <u>Harmonized Sales Tax (HST)</u>

Eligible Costs include the amount of Harmonized Sales Tax (HST), net of any refund or eligible credits due from the Canada Revenue Agency.

In order to have the HST approved as an eligible cost on future claims, the Recipient may be required to provide documentation verifying the organization's status under HST legislation.

# 3.0 Ineligible Costs

For greater certainty, any costs not specifically described as Eligible Costs in accordance with section 2.0, shall be ineligible for inclusion in the Eligible Costs.

Annex 3

(Insert a copy of the Recipient representation documents per section 8.0)