

# THE CORPORATION OF THE TOWN OF COBALT

## REGULAR MEETING OF COUNCIL COBALT COUNCIL CHAMBERS TUESDAY, June 9, 2015, 6:30pm AGENDA

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1. **Adoption of the Agenda**
  - a) Adoption of the Agenda dated June 9, 2015 Res 15-123
2. **Declaration of Conflict or Pecuniary Interest**
3. **Adoption of the Minutes**
  - a) Minutes of the Regular Meeting of Council of May 19, 2015 Res 15-124
4. **Business Arising From The Minutes**
5. **Presentations and Delegations**
  - a) INVITED PRESENTATION: Auditor's Report Res 15-125
  - b) DELEGATION: Harriman & Associates, Affordable Housing Res 15-126
6. **Reports, Resolutions and Discussion Items presented by Council Committees**
  - 6.1 **Mayor's Update**
    - a) Agnico Luncheon
  - 6.2 **Finance and Public Safety**
    - a) Ratios, Rates and Fees, By-laws
  - 6.3 **Public Works**
    - a) Sewer and Waste Management Policies
    - b) Surplus Equipment Res 15-127
  - 6.4 **Culture, Tourism and Heritage**
  - 6.5 **Economic Development and Property Management**
  - 6.6 **Housing and Social Services**
  - 6.7 **Festivals and Recreation**
    - a) Hoist Room Open House
    - b) Canada Day
  - 6.8 **Outside Boards, Committees and Commissions**
    - a) Library Update
    - b) Solar
    - c) Transit Committee
7. **Schedule of Accounts**
  - a) Motion to pay accounts as per attached schedules 15-12 & 15-13 Res 15-128

**8. Correspondence for Council Comment****Res 15-129**

June 2/15	Board of Directors, Cobalt Mining Museum	Sale of Silver Bars	15-97
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**9. Correspondence for Council Information****Res 15-130**

May 14/15	Dan Ouellette	Declined Fire Permit	15-86
May 14/15	The Cobalt Lode	Volume 24 No 1 May 2015	15-87
May 20/15	Cobalt Silverland Cemetery	Revision of current By-Law on Cemetery Rates	15-88
May 20/15	Cobalt Mining Museum	Financial Statements 2015	15-89
May 21/15	Town of Aurora	Community Mailboxes	15-90
May 27/15	Ministry of Municipal Affairs and Housing	Amendments for the <i>Public Sector and MPP Accountability and Transparency Act, 2014</i>	15-91
May 28/15	Ministry of Municipal Affairs and Housing	Review of the Municipal Elections Act	15-92
June 1/15	Timiskaming Health Unit	Report to the Board of Health 2015 Q1	15-93
June 1/15	Town of Cobalt Firefighter	Minutes of the Regular Meeting May 4, 2015	15-94
June 1/15	Timiskaming Health Unit	Minutes of the Regular Meeting April 1, 2015	15-95
June 2/15	The Bunker Military Museum	Bren Gun Carrier Insurance	15-96
June 2, 2015	Doug Shearer, D.S.B.O.N.E. Trustee	Request for Meeting	15-98
June 4/15	Earlton-Timiskaming Regional Airport Municipal Service Board	Minutes of the Meeting May 21, 2015	15-99
June 4/15	Earlton-Timiskaming Regional Airport Municipal Service Board	Minutes of the Meeting April 16, 2015	15-100
June 1/15	Rose Belanger, Lakeview Signs	RFP – 001-2014	15-101

**10. By-laws**

- |    |                                   |                   |
|----|-----------------------------------|-------------------|
| a) | By-Law 2015-015: Sewer Policy     | <b>Res 15-131</b> |
| b) | By-Law 2015-016: Waste Management | <b>Res 15-132</b> |
| c) | By-Law 2015-017: Ratio By-law     | <b>Res 15-133</b> |
| d) | By-Law 2015-018: Levy By-law      | <b>Res 15-134</b> |
| e) | By-Law 2015-019: User Fee By-law  | <b>Res 15-135</b> |

**11. On-going Business**

- |    |                      |                   |
|----|----------------------|-------------------|
| a) | Energy-East Pipeline | <b>Res 15-136</b> |
|----|----------------------|-------------------|

**12. Notice of Motion****13. Closed Session**

- |    |   |                   |
|----|---|-------------------|
| a) | <b>Resolution to proceed in closed session</b>  | <b>Res 15-137</b> |
|    | (2)(c) A proposed disposition of land by the municipality – Fraser  |                   |
|    | (2)(d) Labour Relations   |                   |
|    | (2)(e) Matter litigation or potential litigation, including matters before administrative tribunals, affecting the municipality |                   |
|    | – Fraser Tenant Complaint   |                   |
|    | – Sharpe Lake Property  |                   |
| b) | <b>Resolution to return to open session</b>   | <b>Res 15-138</b> |

**14. Other Business**

- |    |   |                   |
|----|---|-------------------|
| a) | Authorization to Attend Emergency Management Training | <b>Res 15-139</b> |
|----|---|-------------------|

**15. Confirmation By-Law****Res 15-140**

**16. Adjournment**

**Res 15-141**

**THE CORPORATION OF THE TOWN OF COBALT**  
**REGULAR MEETING OF COUNCIL**  
**COBALT COUNCIL CHAMBERS**  
**TUESDAY, May 19, 2015**  
**MINUTES**

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**MINUTES OF THE REGULAR COUNCIL MEETING HELD TUESDAY, May 19, 2015 COMMENCING AT 6:30 PM.**

**PRESENT:**

<b>T. Sartoretto</b>	<b>Mayor</b>
<b>S. Nielsen</b>	<b>Councillor</b>
<b>P. Wuest</b>	<b>Councillor</b>
<b>R. Schwartz</b>	<b>Councillor</b>
<b>G. Othmer</b>	<b>Councillor</b>
<b>M. Harrison</b>	<b>Councillor</b>
<b>G. Bigelow</b>	<b>Councillor</b>

**STAFF:** Candice Bedard, CAO

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

**ADOPTION OF THE AGENDA**

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15-099

MOVED BY: M. Harrison

SECONDED BY: G. Bigelow

BE IT RESOLVED THAT: The regular council meeting Agenda dated May 19, 2015 be adopted as presented.  
CARRIED

**DECLARATION OF CONFLICT OR PECUNIARY INTEREST**

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None.

**ADOPTION OF THE MINUTES**

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15-100

MOVED BY: G. Bigelow

SECONDED BY: M. Harrison

BE IT RESOLVED THAT: The Minutes of the Regular meeting of Council held on April 28, 2015 be adopted as presented.

CARRIED

**BUSINESS ARISING FROM THE MINUTES**

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None.

**PRESENTATIONS AND DELEGATIONS**

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a) Presentation by Bill Riley, MIS Insurance Services.

15-101

MOVED BY: G. Bigelow

SECONDED BY: G. Othmer

BE IT RESOLVED THAT: Council receives the presentation on the Municipal Insurance Policy by Bill Riley;  
AND FURTHER THAT: Council accept the terms of the 2015 renewal.

CARRIED

b) Presentation by Angela Hunter



15-102

MOVED BY: M. Harrison

SECONDED BY: G. Bigelow

BE IT RESOLVED THAT: Council receives the presentation by Angela Hunter on the proposal to operate the mini-putt; AND FURTHER THAT: Staff be directed to establish terms for a contract.

CARRIED

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

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### **6.1 Mayor's Update**

The Mayor reported on having attended the 2015 FONOM Conference and provided a copy of the conference resolutions. (Filed with the Minutes). The Mayor also indicated that she attended meetings of the CCL Committee to finalize a candidate for the EDO position; a meeting with the Library Board and the Classic Theatre Board. She reminded Council of the Agnico Luncheon on June 4, 2015 from 11-2pm, RSVP deadline is Friday, May 22.

### **6.2 Finance and Public Safety**

#### **a) Credit Cards**

15-103

MOVED BY: G. Bigelow

SECONDED BY: M. Harrison

BE IT RESOLVED THAT: Council receives Administrative Report 2015-06 on Credit Card Payments as recommended by the Finance Committee, and hereby directs staff to implement a credit card payment system for the Town of Cobalt.

CARRIED

#### **b) Museum Vehicles**

15-104

MOVED BY: G. Othmer

SECONDED BY: R. Schwartz

BE IT RESOLVED THAT: Council receives Administrative Report 2015-07 on the Insurance of the Museum Vehicles as recommended by the Finance Committee, and hereby discontinue the practice of insuring these vehicles under the Municipal Policy.

CARRIED

#### **c) Arena Proposal**

15-105

MOVED BY: G. Bigelow

SECONDED BY: R. Schwartz

BE IT RESOLVED THAT: Council receives Administrative Report 2015-07 on the Insurance of the Museum Vehicles as recommended by the Finance Committee, and hereby discontinue the practice of insuring these vehicles under the Municipal Policy.

CARRIED

#### **d) Arena Recommendation**

15-106

MOVED BY: G. Bigelow

SECONDED BY: M. Harrison

WHEREAS: The Council for the Town of Cobalt has thoroughly reviewed the arena and considered opportunities for improvements to operations and usage; AND WHEREAS: The Council has found little evidence that the operational subsidy can be reduced; AND WHEREAS: The Council is focused on providing recreational facilities and activities that enhance the lives of Cobalt residents; AND FURTHER THAT: Finance Committee has recommended the closure. NOW THEREFORE BE IT RESOLVED THAT: The rink portion of the Cobalt Arena shall no longer be operated.

CARRIED

#### **d) 2015 Budget**

15-107

MOVED BY: G. Bigelow

SECONDED BY: G. Othmer

BE IT RESOLVED THAT: the Corporation of the Town of Cobalt budgeted amounts of \$2,594,354 in expenses and \$2,594,354 in revenues for operations be hereby approved; AND FURTHER THAT: \$1,146,471 be approved for capital expenditures for the year of 2015; AND FURTHER THAT, the appropriate by-laws raising the necessary taxes and setting the necessary rates be submitted to council at the next meeting.

CARRIED

### **6.3 Public Works and Safety**

a) Councillor Bigelow reported that two new policies are currently being reviewed for sewage and waste management.

### **6.4 Culture, Tourism & Heritage**

#### **a) Mining Museum**

15-108

MOVED BY: G. Othmer

SECONDED BY: R. Schwartz

BE IT RESOLVED THAT: Council is has accepted the rationale and information provided by the Mining Museum in support of the sale of the silver bars.

Councillor Harrison proposed an amendment to include keeping the small bar to be put on display and Councillor Bigelow suggested adding a request to share the assay report. Council agreed to defer the resolution until a discussion over the proposed terms could be had with the museum's board.

DEFERRED

Councillor Harrison also reported on the Theatre who have requested that their operating grant be reinstated this year and that the outstanding debt be written off. The budget passed included their \$10,000 operating grant but Council did not agree to write off the debt.

### **6.5 Economic Development & Property Management**

#### **a) Planning Recommendation, Building Permit for 8 Lang Street**

15-109

MOVED BY: M. Harrison

SECONDED BY: R. Schwartz

BE IT RESOLVED THAT: Council acknowledges the report by the municipal planner on the need to determine legal non-conforming status; AND WHEREAS: Evidence has been provided to assert the legal non-conforming status of the apartment at 8 Lang Street; BE IT FURTHER RESOLVED THAT: The Council of the Town of Cobalt hereby grants the building permit on the basis of legal non-conforming use.

CARRIED

### **6.6 Housing & Social Services**

#### **a) Community Gardens**

15-110

MOVED BY: R. Schwartz

SECONDED BY: G. Othmer

BE IT RESOLVED THAT: Council acknowledges receipt of the Community Gardens proposal by Councillor Schwartz; AND FURTHER THAT, the request be granted pending review by the Public Works Department.

CARRIED

Councillor Schwartz will attend a cycling workshop on June 10, 2015 along with Councillor Nielsen.

Councillor Schwartz also reported that a clothing swap event would be help at the Miner's Tavern and the date is yet to be confirmed.

### **6.7 Recreation**

Councillor Nielsen announced that the Hoist Room Open House would take place on May 30, 2015. Councillor Nielsen also reported that she would work with the CAO on a Canada Day Sponsorship letter to go out to the local businesses.

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

None.

## **SCHEDULE OF ACCOUNTS**

15-111

MOVED BY: G. Othmer  
SECONDED BY: M. Harrison  
BE IT RESOLVED THAT:

**BE IT RESOLVED THAT:**

1. That the accounts as per Schedule No. 15-10 in the amount of \$91,318.39 be approved as paid in the month of April, 2015, and
2. That the accounts as per Schedule No. 15-11 in the amount of \$82,080.75 be paid after receiving Council approval.

CARRIED

## **CORRESPONDENCE FOR COUNCIL COMMENT**

15-112

MOVED BY: M. Harrison  
SECONDED BY: G. Othmer

BE IT RESOLVED THAT: the Council of the Town of Cobalt hereby approves the request for in-kind support for the 2015 Cobalt Mining Competition.

CARRIED

15-113

MOVED BY: G. Othmer  
SECONDED BY: R. Schwarz

BE IT RESOLVED THAT: the Council of the Town of Cobalt acknowledges receipt of the information provided by the Mining Museum regarding the silver bars proposed for sale.

CARRIED

## **CORRESPONDENCE FOR COUNCIL INFORMATION**

15-114

MOVED BY: G. Othmer  
SECONDED BY: R. Schwarz

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

CARRIED

April 23/15	MPAC	2014 Annual Report and Financial Statements	15-62
April 24/15	TeMAG	Minutes of the April 11, 215 Meeting	15-63
April 28/15	Earlton –Timiskaming Regional Airport Municipal Services Board	Minutes of the March 19, 2015 Meeting	15-64
April 28/15	Earlton-Timiskaming Regional Airport	March 2015 Financial Statement	15-65
April 28/15	Energy East Pipeline	Community Link	15-66
April 28/15	Minister Responsible for Seniors Affairs	June is Seniors Month	15-67
April 28/15	TSACC	Annual Dinner May 28, 2015	15-68
April 28/15	Ministry of Finance	2 <sup>nd</sup> Quarter OMPF Payment - week of April 20/15	15-69
April 29/15	Rose Belanger –Lakeview Signs	Re: request for proposal –CD-RFP-001-2014	15-70
April 30/15	Cochrane-Temiskaming Native Housing Inc	Annual General Meeting April 25, 2015	15-71
May 1/15	Community Living	Walkathon – request to use the Cobalt Arena	15-72
May 1/15	Cobalt Firefighters	Minutes of the Regular Meeting April 6, 2015	15-73
May 4/15	Classic Theatre	Unaudited Financial Statements	15-75
May 5/15	Bereavement Authority of Ontario	Single regulator for the bereavement sector	15-76

May 5/15	Ministry of Citizenship, Immigration and International Trade	Ontario Medal for good Citizenship	15-77
May 6/15	Ministry of Community Safety and Correctional Services	No Vulnerable Occupancies in our Municipality	15-78
May 6/15	Canada Post	Say No to Privatization	15-79
May 9/15	Angela Hunter	Teck Prospect Park Mini Putt	15-80
May 11/15	Corporation of the Town of Earltown	Drag Races for August 7,8 and 9, 2015	15-81
May 11/15	Ministry of Transportation	Report on Highway Maintenance	15-82
May 12/15	Green Timiskaming	Northern Solar Bonds	15-85

## BY-LAWS

### a) By-Law 2015-011: Media Policy

15-115

MOVED BY: G. Othmer

SECONDED BY: R. Schwarz

BE IT RESOLVED THAT: By-law No. 2015-011, being a by-law to adopt a Media Policy for the Corporation of the Town of Cobalt, be taken as read a second and third time and finally passed this 19th day of May 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

### a) Co-Tem Proposal

15-116

MOVED BY: R. Schwartz

SECONDED BY: G. Othmer

BE IT RESOLVED THAT: the Council of the Town of Cobalt hereby receives the most recent version of the Fraser Housing Complex Negotiation summary; AND FURTHER THAT: Council authorize the Mayor and CAO to finalize the negotiation of the terms for the new agreement between the Town of Cobalt and Co-Tem.

CARRIED

## NOTICE OF MOTION

None.

## CLOSED SESSION

15-117

MOVED BY: G. Othmer

SECONDED BY: R. Schwartz

BE IT RESOLVED THAT: this Regular Council Meeting proceed in Camera at 9:35 p.m. under section 239 of the Municipal Act, 2001 as amended in order to address a matter pertaining to subsection:

(2)(b) Personal matter about an identifiable individual, including municipal or local board employees

– Legacy Fund Proposal

– Economic Development Officer Recommendation

(2)(c) A proposed disposition of land by the municipality – Trailer Park

(2)(e) Matter litigation or potential litigation, including matters before administrative tribunals, affecting the municipality

– Fraser Tenant Complaint

– Sharpe Lake Property

CARRIED

15-118

MOVED BY: R. Schwartz

SECONDED BY: G. Othmer

BE IT RESOLVED THAT: The regular meeting of Council resume at 10:25 pm.

CARRIED

## **OTHER BUSINESS**

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a) Legacy Fund Proposal

15-119

MOVED BY: R. Schwartz

SECONDED BY: G. Othmer

BE IT RESOLVED THAT: Council hereby approves the Legacy Fund Proposal as outlined in the closed session to be announced on June 4th, 2015 at the Agrico Luncheon.

CARRIED

b) CCL EDO

15-120

MOVED BY: R. Schwartz

SECONDED BY: G. Othmer

BE IT RESOLVED THAT: The Council of the Town of Cobalt hereby endorses the recommendation of the CCL Economic Development Committee on the chosen candidate for the position of the CCL Economic Development Officer.

CARRIED

## **CONFIRMATION BY-LAW**

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15-121

MOVED BY: R. Schwartz

SECONDED BY: G. Othmer

BE IT RESOLVED THAT: By-law No. 2015-014, 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 19th day of May 2015; AND FURTHER THAT: the said by-law be signed by the Mayor and CAO and recorded in the by-law book.

CARRIED

## **ADJOURNMENT**

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15-122

MOVED BY: G. Othmer

SECONDED BY: R. Schwartz

BE IT RESOLVED THAT: The meeting adjourn at 10:26 pm

CARRIED

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
CAO

(Unaudited – See Notice to Reader)

**THE CORPORATION OF THE TOWN OF COBALT****NON- CONSOLIDATED STATEMENT OF OPERATIONS****(Without Solaire Cobalt Solar)****(Non-PSAB budget based statement)****FOR THE YEAR ENDED DECEMBER 31, 2014**

	2014 Budget (Unaudited)	2014 Actual	2013 Actual
<b>REVENUES</b>			
Operating revenues			
Municipal taxation	\$ 391,726	\$ 392,485	\$ 380,657
Garbage and street lighting fees	114,400	115,502	114,453
Water and sewer fees	360,000	359,561	361,185
Policing fees	271,000	268,288	248,081
User charges	186,450	175,901	197,364
Provincial grants	986,070	987,823	953,667
Federal grants	-	18,362	3,663
Revenue from other municipalities	25,000	33,376	122,483
Investment income (loss)	1,500	12,834	(348)
Penalties and interest on taxes	19,300	22,740	19,736
Provincial Offences Act revenues	25,000	19,874	23,550
Sale of gravel	60,000	39,143	28,062
Other	32,750	63,095	59,012
	<u>2,473,196</u>	<u>2,508,984</u>	<u>2,511,565</u>
Capital revenues			
Provincial grants	1,700,000	1,585,503	55,196
Federal grants	103,000	92,668	145,108
Other grants and donations	-	5,000	3,000
Proceeds from long-term debt	-	66,285	211,000
	<u>1,803,000</u>	<u>1,749,456</u>	<u>414,304</u>
Total revenues	<u>4,276,196</u>	<u>4,258,440</u>	<u>2,925,869</u>
<b>EXPENDITURES</b>			
Operating expenditures			
General government	397,556	408,471	417,992
Protection to persons and property	466,750	464,357	394,833
Transportation services	488,652	455,319	524,135
Environmental services	508,302	483,599	448,782
Health services	121,000	125,509	123,292
Social and family services	152,000	144,029	148,309
Recreation and cultural services	229,955	244,859	250,225
Planning and development	33,000	36,929	8,367
	<u>2,397,215</u>	<u>2,363,072</u>	<u>2,315,935</u>
Capital expenditures	1,803,000	1,926,846	494,140
Long-term debt repayment	75,981	82,932	44,214
Total expenditures	<u>4,276,196</u>	<u>4,372,850</u>	<u>2,854,289</u>
<b>Surplus (deficit) full budget based</b>	\$ -	\$ (114,410)	\$ 71,580

This modified statement of operations (budget based) is consistent with the budget format used and is

(Unaudited – See Notice to Reader)

**THE CORPORATION OF THE TOWN OF COBALT****NON-CONSOLIDATED STATEMENT OF FINANCIAL POSITION  
(Without Solaire Cobalt Solar)****AS AT DECEMBER 31, 2014****FINANCIAL ASSETS**

	2014	2013
Cash	\$ 87,448	\$ -
Short-term investments	25,215	126,283
Taxes receivable	117,474	134,637
Accounts receivable	353,061	115,200
	<u>583,198</u>	<u>376,120</u>

**LIABILITIES**

Bank indebtedness	-	99,288
Short-term borrowing	274,000	-
Accounts payable and accrued liabilities	387,442	184,556
Deferred revenue – other	11,300	38,646
Deferred revenue – obligatory reserve fund	3,757	32,520
Municipal debt	376,974	393,621
	<u>1,053,473</u>	<u>748,631</u>

**NET DEBT**

(470,275) (372,511)

**NON-FINANCIAL ASSETS**

Tangible capital assets	<u>16,485,702</u>	<u>15,195,871</u>
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**ACCUMULATED SURPLUS**

\$ 16,015,427 \$ 14,823,360

presented here with the 2014 budget.

(Unaudited – See Notice to Reader)

## THE CORPORATION OF THE TOWN OF COBALT

### SCHEDULES TO THE NON-CONSOLIDATED FINANCIAL STATEMENTS

#### FOR THE YEAR ENDED DECEMBER 31, 2014

##### Schedule of accumulated surplus

Reserves represent an appropriation of surplus for a specific purpose, determined by council, are non-statutory and subject to change by council at any time.

<b>Accumulated surplus</b>	<b>2014</b>	<b>2013</b>
Reserves, surpluses and deficits		
Working capital reserve	\$ 181,732	\$ 181,732
Sewer reserve	47,078	47,078
Hoist room reserve	15,776	15,776
Library reserve	18,575	23,443
General municipal deficit	(437,429)	(537,544)
Library surplus	8,336	2,824
Cemetery surplus	27,420	29,612
Sewer surplus	68,415	94,663
Water surplus	151,987	163,526
	<u>81,890</u>	<u>21,110</u>
Amounts to be recovered		
Unfinanced municipal debt	(376,974)	(393,621)
Unfinanced capital project – Lang Street	(175,191)	-
	<u>(552,165)</u>	<u>(393,621)</u>
Net debt	(470,275)	(372,511)
Non-financial assets		
Invested in tangible capital assets	<u>16,485,702</u>	<u>15,195,871</u>
<b>Accumulated surplus</b>	<b><u>\$ 16,015,427</u></b>	<b><u>\$ 14,823,360</u></b>

##### Non-financial assets

Non-financial assets are not available to discharge existing liabilities and are held for use in the provision of services. They have useful lives extending beyond the current year, and are not intended for sale in the ordinary course of operations. The change in non-financial assets during the year, together with the excess of revenues over expenses, provides the Change in Net Financial Assets (Debt) for the year.



(Unaudited – See Notice to Reader)

**THE CORPORATION OF THE TOWN OF COBALT****SCHEDULES TO THE NON-CONSOLIDATED FINANCIAL STATEMENTS****FOR THE YEAR ENDED DECEMBER 31, 2014****Sewer (Wetlands) – Schedule of Operations****Statement Basis**

This statement is not prepared according to PSAB. It is operational. It excludes amortization, includes capital revenue and expenses, and includes proceeds and repayment of long-term debt.

	2014	2013
<b>Revenue</b>		
Sewer (Wetlands) user fees	\$ 91,057	\$ 91,668
Federal Gas Tax - capital	50,737	955
Other revenue – capital	5,088	-
Total revenue	<u>146,882</u>	<u>92,623</u>
<b>Expenditure</b>		
Salaries and benefits	85,032	76,060
Materials, supplies, utilities, etc.	32,273	25,959
Capital expenditures	55,825	955
Total expenditures	<u>173,130</u>	<u>102,974</u>
<b>Annual deficit</b>	(26,248)	(10,351)
Sewer (Wetlands) accumulated surplus, beginning of year	<u>141,741</u>	<u>152,092</u>
<b>Sewer (Wetlands) accumulated surplus, end of year</b>	<u>\$ 115,493</u>	<u>\$ 141,741</u>
<b>Fund balance is made up of:</b>	2014	2013
Operating surplus	\$ 68,415	\$ 94,663
Reserves	<u>47,078</u>	<u>47,078</u>
	<u>\$ 115,493</u>	<u>\$ 141,741</u>

(Unaudited – See Notice to Reader)

**THE CORPORATION OF THE TOWN OF COBALT****SCHEDULES TO THE NON-CONSOLIDATED FINANCIAL STATEMENTS****FOR THE YEAR ENDED DECEMBER 31, 2014****Waterworks – Schedule of Operations****Statement Basis**

This statement is not prepared according to PSAB. It is operational. It excludes amortization, includes capital revenue and expenses, and includes proceeds and repayment of long-term debt.

	2014	2013
<b>Revenue</b>		
Sale of water – Cobalt residents	\$ 268,504	\$ 269,516
Sale of water – Coleman Township	20,628	20,304
Other water services	12,169	-
Contracted services – Town of Latchford	-	90,979
Interest charges on collection	1,348	1,306
Federal Gas Tax – capital	20,786	15,215
Total revenue	<u>323,435</u>	<u>397,320</u>
<b>Expenditure</b>		
Salaries and benefits	151,612	181,685
Materials, supplies and utilities	115,493	94,083
Debt charges - principal	38,891	37,180
- interest	8,192	9,903
Capital expenditures	20,786	15,355
Total expenditures	<u>334,974</u>	<u>338,206</u>
<b>Annual surplus (deficit)</b>	(11,539)	59,114
Waterworks accumulated surplus, beginning of year	<u>163,526</u>	<u>104,412</u>
<b>Waterworks accumulated surplus, end of year</b>	<u>\$ 151,987</u>	<u>\$ 163,526</u>

# *Kemp Elliott & Blair* L.L.P.

TERRY L. ELLIOTT, C.P.A., C.A.  
ROSS L. LATTER, C.P.A., C.A.  
STEVEN M. ACLAND, C.P.A., C.A.  
DANIELLE GIRARD, C.P.A., C.A.

## CHARTERED ACCOUNTANTS

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June 9, 2015

Members of Council  
Candice Bedard, CAO  
Town of Cobalt  
P.O. Box 70  
Cobalt, ON P0J 1C0

Dear Sirs / Madams:

We have now completed the 2014 audit and financial statements for the Town of Cobalt. 2014, was the first year with activity in Solaire Cobalt Solar Inc. For accounting purposes, a portion of the activities of this corporation have to be included in your Consolidated Financial Statements. To make the review process with council easier, we have prepared a set of financial statements without the Solar Corporation included – which is what we have reviewed with you today. Candice has full copies of the consolidated financial statements (with the Solar Corporation) if anyone is interested in reviewing them in full.

The unconsolidated budget based statement of operations for 2014 shows a deficit of \$114,410. The main reason for this large deficit is the Lang Street rehabilitation project. You currently have \$175,191 of this project as being unfinanced so this is what creates the deficit (the expense is in the statement of operations but there is no corresponding revenue). Once long-term debt financing is secured on the project, the revenue will be accounted for in your financial statements (likely in 2015).

Financing with long term debt is not a bad thing but care has to be taken to ensure debt repayments are properly budgeted for and financed. The Town has incurred new long-term debt related to the recycling bins and will likely incur additional debt related to the Lang Street project in 2015. This will add a significant amount of debt repayments which will affect your budget down the road.

Ignoring water and sewer, your accumulated deficit position is still over \$138,000. You need to include a portion of this deficit in your budget every year to work at reducing it (nothing was budgeted in 2014).

There was a delay in this year's audit because we now require audited financial statements for the Solar Corporation before we can complete your financial statements and these financial statements were just recently provided to us by the Kapuskasing auditors. We hope this will not cause any delays in the future.

The Town has gone through a major turnaround in administrative staff over the last few years. Now is the time to ensure all accounting / administration functions are properly backed up by all staff to ensure a smooth continuity in the event of an unexpected leave by an employee.

To alleviate some administrative burden to your staff, we would recommend adding water and sewer charges to the tax bills. This prevents your staff from having to keep track of multiple arrears lists, sending out numerous bills, late notices and dealing with less deposits and receipts at the counter. Notice can be provided to taxpayers now with an implementation date of January 1, 2016 to ensure everyone is ready for the transition.

Question or concerns, please call.

Yours very truly,

KEMP ELLIOTT & BLAIR LLP



Danielle Girard, CPA, CA

DG:dg  
Encl.

TOWNSHIPS/COBALT.mng



June 05, 2015

Municipality of Cobalt  
18 Silver Street, Box 70,  
Cobalt, Ontario  
P0J 1C0

Attention: Mayor and Council

In 2012 Harriman & Associates completed a business plan for the Municipality related to the provision of affordable housing. The plan included a needs analysis and a capital budget required to build the units. At the time the hope was that government assistance was available to offset the capital cost. The reality was that no such funds were available. The plan identified a strong need for affordable senior housing and has likely not changed.

With no assistance from the government or the ability to entice private sector developers, it made the project impossible. To successfully involve private developers a partnership is required whereby the Municipality and the developer benefits by allowing the builder to build and carry the cost to reduce the financial impact to the Municipality. CGV Builders from Cochrane Ontario have undertaken several projects in the North with similar partnership models. They have met with CMHC in Toronto to discuss various options and have the support of CMHC to provide appropriate and affordable housing in the North.

This presentation is to discuss the possible relationship building and to discuss opportunities that are of equal benefit to both the Municipality and to the developer.

CGV Builders is willing to provide capital assistance and to build housing that is required in the community.

Thank you for your time and consideration.

Yours truly

Keith E. Harriman

# MEMO

May 21, 2015

To: Mayor Tina Sartoretto and Members of Council  
Town of Cobalt

Re: Solar Projects Update Report

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## **Sharpe Lake:**

Last year Hydro One advised that the project could not connect as previously approved by them during the application process.

Their decision has been appealed to the Ontario Energy Board and discussion with OEB and Hydro One are in progress. The request to OEB is for Hydro One to reconsider their decision based on consumption at the site.

All engineering work and all of the solar equipment for this project is ready to be shipped upon receiving Hydro One's connection approval.

**Status: Waiting on Hydro One's Connection approval.**

## **Landfill 1, Landfill 2 and Lagoon 1:**

These 3 projects were to be constructed during the summer of 2014 and be completed in the fall of 2014.

Hydro One advised that the requested capacity (3 @ 250 kW = 750 kW) needed to be reduced to 635 kW due to service size. (Landfill 1 was reduced to 190 kW and Landfill 2 was reduced to 195 kW)

Construction was delayed because of the prolonged provincial requirements such as Hydro One's Connection Impact Assessment process, the Environmental Registry process more specifically the Ministry of Natural Resources requirements under the Endangered Species Act.

Construction was re-scheduled to begin in the winter of 2014 but had to be postponed due to the harsh winter conditions preventing the assembly and cementing of trackers.

Most of the equipment has been shipped to New Liskeard.

**Landfill 1, Landfill 2 and Lagoon 1 (continued)**

Strathcona Solar is in the process of negotiating with a contractor to accelerate and begin as soon as possible the construction of the 3 solar projects with completion expected at the end of August 2015.

**Status: Construction of the 3 solar projects is set to begin in June with completion by August 31, 2015.**

**Lagoon 2 (FIT 3):**

This project was awarded last year and is awaiting for Hydro One's Connection Impact Assessment. The intent is to proceed with construction in August 2015.

**Status: Waiting for Hydro One's Connection Impact Assessment and connection approval.**



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Yvan Brousseau, AMCT  
Consultant

Cc: Mayor Spacek, Y. Labelle, K. Hollett

**SOLAIRE COBALT SOLAR INC.**

**INDEPENDENT AUDITOR'S REPORT AND  
FINANCIAL STATEMENTS**

**DECEMBER 31, 2014 AND 2013**



## **INDEPENDENT AUDITOR'S REPORT**

To the Shareholders of  
Solaire Cobalt Solar Inc.

We have audited the accompanying financial statements of Solaire Cobalt Solar Inc., which comprise the statements of financial position as at December 31, 2014 and 2013, and the statements of loss, changes in equity and cash flows for the years then ended, and a summary of significant accounting policies and other explanatory information.

### *Management's Responsibility for the Financial Statements*

Management is responsible for the preparation and fair presentation of these financial statements in accordance with International Financial Reporting Standards, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

### *Auditor's Responsibility*

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with Canadian generally accepted auditing standards. Those standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the corporation's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the corporation's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

## INDEPENDENT AUDITOR'S REPORT, (CONT'D)

### *Opinion*

In our opinion, the financial statements present fairly, in all material respects, the financial position of Solaire Cobalt Solar Inc. as at December 31, 2014 and 2013, and its financial performance and its cash flows for the years then ended in accordance with International Financial Reporting Standards.

*Collins Barrow Gagné Gagnon Bisson Hébert*

Chartered Professional Accountants  
Licenced Public Accountants  
May 15, 2015

# **SOLAIRE COBALT SOLAR INC.**

## **FINANCIAL STATEMENTS**

**DECEMBER 31, 2014 and 2013**

Statements of Loss	1
Statements of Changes in Equity	2
Statements of Financial Position	3
Statements of Cash Flows	4
Notes to Financial Statements	5 - 10

**SOLAIRE COBALT SOLAR INC.****STATEMENTS OF LOSS****YEARS ENDED DECEMBER 31, 2014 AND 2013**

	2014	2013
<b>REVENUE</b>	\$ -	\$ -
<b>EXPENSES</b>		
Application fees	3,433	-
Interest and bank charges	279	-
Professional fees	5,912	-
	9,624	-
<b>NET LOSS</b>	\$ (9,624)	\$ -

**SOLAIRE COBALT SOLAR INC.****STATEMENTS OF CHANGES IN EQUITY****YEARS ENDED DECEMBER 31, 2014 AND 2013**

	2014	2013
BALANCE, BEGINNING OF YEAR	\$ -	\$ -
NET LOSS	(9,624)	-
BALANCE, END OF YEAR	\$ (9,624)	\$ -

**SOLAIRE COBALT SOLAR INC.****STATEMENTS OF FINANCIAL POSITION****DECEMBER 31, 2014 AND 2013**

	2014	2013
<b>ASSETS</b>		
<b>CURRENT ASSETS</b>		
Accounts receivable	\$ 199,983	\$ -
Due from Town of Cobalt (note 3)	51	51
Due from Énergie Kapuskasing Energie Inc. (note 3)	-	50
	200,034	101
<b>PROPERTY AND EQUIPMENT (note 4)</b>	1,844,640	-
	\$ 2,044,674	\$ 101
<b>LIABILITIES</b>		
<b>CURRENT LIABILITIES</b>		
Holdbacks payable	\$ 170,717	\$ -
Due to Énergie Kapuskasing Energy Inc. (note 3)	1,883,480	-
	2,054,197	-
<b>CAPITAL DEFICIENCY</b>		
<b>CAPITAL STOCK (note 5)</b>	101	101
<b>ACCUMULATED DEFICIT</b>	(9,624)	-
	(9,523)	101
	\$ 2,044,674	\$ 101

COMMITMENTS - note 6

**SOLAIRE COBALT SOLAR INC.****STATEMENTS OF CASH FLOWS****YEARS ENDED DECEMBER 31, 2014 AND 2013**

	<b>2014</b>	<b>2013</b>
<b>OPERATING ACTIVITIES</b>		
Net loss	\$ (9,624)	\$ -
Changes in:		
Accounts receivable	(199,983)	-
Holdbacks payable	170,717	-
	<u>(38,890)</u>	<u>-</u>
<b>INVESTING ACTIVITY</b>		
Purchase of property and equipment	<u>(1,844,640)</u>	<u>-</u>
<b>FINANCING ACTIVITIES</b>		
Advances from (to) Énergie Kapuskasing Energy Inc.	1,883,530	(50)
Advances to Town of Cobalt	-	(51)
Issuance of capital stock	<u>-</u>	<u>101</u>
	<u>1,883,530</u>	<u>-</u>
<b>CHANGE IN CASH POSITION</b>	<u>-</u>	<u>-</u>
<b>CASH POSITION, BEGINNING OF YEAR</b>	<u>-</u>	<u>-</u>
<b>CASH POSITION, END OF YEAR</b>	<u>\$ -</u>	<u>\$ -</u>

**SOLAIRE COBALT SOLAR INC.****NOTES TO FINANCIAL STATEMENTS****DECEMBER 31, 2014 AND 2013**

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**1. STATUS AND NATURE OF OPERATIONS**

Solaire Cobalt Solar Inc. was incorporated under the Ontario Business Corporations Act on September 28, 2012 pursuant to section 142 of the Electricity Act (Ontario). The address of its registered office and its principal place of business is in Cobalt, Ontario. The corporation is owned in proportion by the Town of Cobalt and Énergie Kapuskasing Energy Inc., which is wholly owned by the Town of Kapuskasing. The corporation's principal activity is the ownership, administration and management of solar power generating projects for the purpose of generating, transmitting, distributing and retailing electricity.

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**2. SIGNIFICANT ACCOUNTING POLICIES**

These financial statements are prepared in accordance with International Financial Reporting Standards. The significant policies are detailed as follows:

**STATEMENT OF COMPLIANCE**

The financial statements of the Corporation have been prepared in accordance with International Financial Reporting Standards ("IFRS") as issued by the International Accounting Standards Board ("IASB") and interpretations of the International Financial Reporting Interpretations Committee ("IFRIC").

The financial statements for the year ended December 31, 2014 and 2013 were approved and authorized for issue by the board of directors on May 15, 2015.

**REVENUE RECOGNITION**

The corporation recognizes revenue at the time persuasive evidence of an agreement exists, significant risks and rewards of ownership have been transferred to the buyer, collectibility is reasonably assured and the amount of revenue can be measured reliably.

**PROPERTY AND EQUIPMENT**

Property and equipment are carried at cost, less accumulated depreciation and accumulated impairment losses. Cost includes the purchase price, any costs directly attributable to bringing the asset to the location and condition necessary for its intended use. When property, plant and equipment include significant components with different useful lives, they are recorded and amortized separately. Depreciation is computed using the straight-line method based on the estimated useful life of the assets. Useful life is reviewed at the end of each reporting period.



## **SOLAIRE COBALT SOLAR INC.**

### **NOTES TO FINANCIAL STATEMENTS**

**DECEMBER 31, 2014 AND 2013**

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#### **2. SIGNIFICANT ACCOUNTING POLICIES, (CONT'D)**

##### **BORROWING COSTS**

Borrowing costs directly attributable to the acquisition, construction or production of a qualifying asset are capitalized during the period of time that is necessary to complete and prepare the asset for its intended use or sale. All other borrowing costs are expensed in the period they occur. Borrowing costs consist of interest and other costs that the corporation incurs in connection with the borrowing of funds.

##### **INCOME TAXES**

A municipal electric utility is exempt from tax under section 149 (1) of the Income Tax Act. Under the Electricity Act of 1998, municipal electric utilities are required to make payments-in-lieu of taxes (PILS) to the province. These payments are generally equivalent to the income taxes that would be otherwise due if the municipal electric utility had been taxable as a small business corporation under the Income Tax Act.

The corporation follows the asset and liability method of accounting for income taxes. Future income tax assets that are probable and future income tax liabilities are recognized for temporary differences between the tax and accounting basis of assets and liabilities. Any payments-in-lieu of future tax assets are reassessed each year to determine if a valuation allowance is required. Any effect of the re-measurement or reassessment is recognized in the period of change. Future tax amounts are measured at enacted tax rates expected to apply to taxable income in the years in which temporary differences are expected to be recovered or settled.

##### **SIGNIFICANT ACCOUNTING JUDGMENTS AND ESTIMATES**

The preparation of financial statements in conformity with International Financial Reporting Standards requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and reported amounts of revenues and expenses during the reporting period. Items requiring the use of significant estimates include accrued liabilities and the useful lives of property and equipment. Actual results could differ from those estimates.

##### **FINANCIAL INSTRUMENTS**

The corporation recognizes a financial asset or a financial liability when, and only when, it becomes a party to the contractual provisions of the instrument. Such financial assets or financial liabilities are initially recognized at fair value and the subsequent measurement depends on their classification.

# **SOLAIRE COBALT SOLAR INC.**

## **NOTES TO FINANCIAL STATEMENTS**

**DECEMBER 31, 2014 AND 2013**

### **2. SIGNIFICANT ACCOUNTING POLICIES, (CONT'D)**

#### **FINANCIAL INSTRUMENTS, (CONT'D)**

Financial assets classified as fair value through profit and loss ("FVTPL") are measured at fair value with any resultant gain or loss recognized in profit or loss. Financial assets classified as available-for-sale are measured at fair value with any resultant gain or loss being recognized directly under other comprehensive income. Investments in equity instruments classified as available-for-sale that do not have a quoted market price in an active market and whose fair value cannot be reliably measured are measured at cost. When available-for-sale financial assets are derecognized, the cumulative gain or loss previously recognized directly in equity is recognized in profit or loss. Financial assets classified as loans and receivables and held to maturity, are measured at amortized cost using the effective interest rate method.

Transaction costs associated with FVTPL financial assets are expensed as incurred, while transaction costs associated with all other financial assets are included in the initial carrying amount of the asset.

All financial liabilities are recognized initially at fair value plus, in the case of loans and borrowings, directly attributable transaction costs. Financial liabilities are classified as other financial liabilities, and are subsequently measured at amortized cost using the effective interest rate method.

The corporation's financial assets include accounts receivable and due from related parties. The corporation's financial liabilities include holdbacks payable and due to related parties.

### **3. DUE FROM/TO RELATED PARTIES**

These transactions are measured at the exchange amount, which is the amount of consideration established and agreed to by the related parties.

	<b>2014</b>	<b>2013</b>
Due from Town of Cobalt	\$ 51	\$ 51

The balance due from Town of Cobalt are unsecured, non-interest bearing with no specific terms of repayment.

	<b>2014</b>	<b>2013</b>
Due to (from) Énergie Kapuskasing Energy Inc.	\$ 1,883,480	\$ (50)

# **SOLAIRE COBALT SOLAR INC.**

## **NOTES TO FINANCIAL STATEMENTS**

**DECEMBER 31, 2014 AND 2013**

### **3. DUE FROM/TO RELATED PARTIES, (CONT'D)**

The balance due to (from) Énergie Kapuskasing Energy bear interest at 4% and is unsecured with no specific terms of repayment. The amount is expected to be repaid once commercial long-term financing is secured by Solaire Coblat Solar Inc. As such, the balance due has been recorded as a current liability.

### **4. PROPERTY AND EQUIPMENT**

As at December 31, 2014, the cost incurred for the solar panel systems amounts to \$ 1,844,640. All solar panel systems are under construction and are 37% to 44% complete. No amortization is recorded until construction and installation is complete and the systems are available for productive use.

A total of \$ 15,276 of borrowing costs directly attributable to the acquisition, construction and production of the solar panels have been capitalized during the year.

### **5. CAPITAL STOCK**

	<b>2014</b>	<b>2013</b>
<b>Authorized</b>		
Unlimited number of Class A shares, redeemable and retractable for \$ 1,000 per share, entitled to a dividend at a rate of 4 % of the redemption amount, non-voting		
Unlimited number of Class B shares, entitled to one vote per share, and entitled to the remaining assets of the corporation on the dissolution of the corporation after payment of the redemption value of the Class A shares		
<b>Issued</b>		
101 Class B shares	\$ 101	\$ 101

## **SOLAIRE COBALT SOLAR INC.**

### **NOTES TO FINANCIAL STATEMENTS**

**DECEMBER 31, 2014 AND 2013**

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#### **6. COMMITMENTS**

The corporation was successful in obtaining five Feed-In Tariff ("FIT") projects, four of which have been initiated during 2014. The total estimated cost for these four projects is \$ 7,102,286 and includes the solar panels, installation, engineering fees, legal fees and other contingencies. As at December 31, 2014, the cost incurred is \$ 1,844,640 (note 4) and therefore represents a overall remaining commitment of \$ 5,257,646. The project completion date is expected to be August 2015 and the remaining costs are expected to be financed by commercial long-term financing.

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#### **7. FINANCIAL INSTRUMENTS**

Transactions in financial instruments may result in an entity assuming or transferring to another party one or more of the financial risks described below. The required disclosures provide information that assists users of financial statements in assessing the extent of risk related to financial instruments.

##### **CAPITAL MANAGEMENT**

The objectives of the corporation when managing capital are to:

Maintain a capital structure that allows it to finance its growth strategy with cash flows from its operations and its debt capacity;

Preserve its ability to meet its financial obligations by funding the capital needs via various private and institutional sources;

Optimize the use of its capital to provide an appropriate return on investment to its shareholders.

##### **CREDIT RISK**

Credit risk is the risk that one party to a transaction will fail to discharge an obligation and cause the other party to incur a financial loss. Concentration risk is the risk that a customer has more than ten percent of the total accounts receivable balance and thus there is a higher risk to the business in the event of a default by one of these customers. In the opinion of management the credit risk exposure to the corporation is low as the amount is due from government agencies.

##### **LIQUIDITY RISK**

Liquidity risk is the risk that the corporation cannot repay its obligations when they become due to its creditors. Management closely monitors cash flow requirements to ensure that current and long-term obligations are met. In the opinion of management the liquidity risk exposure to the corporation is low.



# **SOLAIRE COBALT SOLAR INC.**

## **NOTES TO FINANCIAL STATEMENTS**

**DECEMBER 31, 2014 AND 2013**

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### **7. FINANCIAL INSTRUMENTS, (CONT'D)**

#### **INTEREST RATE RISK**

The corporation is exposed to interest rate price risk to the extent that its amount due to Énergie Kapuskasing Enrgergy Inc. is at a fixed interest rate. The corporation does not use derivative instruments to reduce its exposure to interest rate risk. In the opinion of management the interest rate risk exposure to the corporation is low.

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### **8. NEW STANDARDS AND INTERPRETATIONS ISSUED BUT NOT YET EFFECTIVE**

In May 2014, the IASB issued IFRS 15 Revenue from Contracts with Customers. IFRS 15 establishes a single framework for revenue recognition and contains requirements for related disclosures. The new standard replaces IAS 18 Revenue, IAS 11 Construction Contracts, and the related interpretations on Revenue recognition. The standard is effective for annual periods beginning on or after January 1, 2017, with earlier application permitted. The corporation is currently assessing the impact of the standard on the financial statements.

In May 2014, the IASB issued amendments to IAS 16 Property, Plant and Equipment, and IAS 38 Intangible Assets, entitled Clarification of Acceptable Methods of Depreciation and Amortization. Amendments clarify that the use of revenue-based methods to calculate the depreciation of an asset is not appropriate, because revenue generated by an activity that includes the use of an asset generally reflects factors other than the consumption of the economic benefits embodied in the asset. These amendments are effective for annual periods beginning on or after January 1, 2016 with earlier application permitted. The corporation does not expect the amendments to have a material impact on the financial statements.

In July 2014, the IASB issued the final version of IFRS 9 Financial Instruments. The final version of IFRS 9 replaces IAS 39 Financial Instruments: Recognition and Measurement, and all previous versions of IFRS 9. IFRS 9 brings together the requirements for the classification and measurement, impairment and hedge accounting of financial instruments. In respect of impairment IFRS 9 replaces the 'incurred loss' model used in IAS 39, with a new 'expected credit loss' model that will require a more timely recognition of expected credit losses. The standard is effective for annual periods beginning on or after January 1, 2018, with earlier application permitted. The corporation does not expect the amendments to have a material impact on the financial statements.

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**Transit Summary**  
**January - April 2015 YTD**

		<b>2015 Budget</b>	<b>YTD Budget</b>	<b>YTD Actual</b>	<b>Difference</b>
<b>Revenues:</b>					
Stock Transportation	Fares & Ticket Sales	316,050.00	105,350.00	63,267.10	
City Hall	Ticket Sales			19,704.75	
PFC & Libraries	Ticket Sales			19,731.25	
<b>Total Revenues</b>		<b>316,050.00</b>	<b>105,350.00</b>	<b>102,703.10</b>	<b>- 2,646.90</b>
<b>Expenses:</b>					
Stock Transportation Contract	January	490,270.00	41,904.00	41,903.51	
	February		36,316.00	38,006.24	
	March		43,300.00	43,300.30	
	April		39,110.00	39,109.95	
	May				
	June				
	July				
	August				
	September				
	October				
	November				
	December				
<b>Total Contract</b>		<b>490,270.00</b>	<b>160,630.00</b>	<b>162,320.00</b>	<b>1,690.00</b>
<b>Other Expenses</b>					
Maintenance Materials & Supplies		15,000.00	5,000.00	6,307.64	
Insurance		1,000.00	1,000.00	1,716.04	
<b>Total Other Expenses</b>		<b>16,000.00</b>	<b>6,000.00</b>	<b>8,023.68</b>	<b>2,023.68</b>
<b>Total Expenses</b>		<b>506,270.00</b>	<b>166,630.00</b>	<b>170,343.68</b>	<b>3,713.68</b>
<b>Net Subsidy</b>		<b>- 190,220.00</b>	<b>- 61,280.00</b>	<b>- 67,640.58</b>	<b>- 6,360.58</b>
<b>Municipal/Provincial Subsidy</b>		<b>Total</b>	<b>YTD Budget</b>	<b>YTD Actual</b>	<b>Shortfall</b>
Cobalt		22,850.00	7,616.68	- 8,922.68	- 1,306.00
Temiskaming Shores		150,370.00	50,123.33	- 58,717.90	- 8,594.56
<b>Total Municipal</b>		<b>173,220.00</b>	<b>57,740.01</b>	<b>- 67,640.58</b>	<b>- 9,900.57</b>
Provincial Gas Tax *		17,000.00			
<b>Total Municipal/Provincial Subsidy</b>		<b>190,220.00</b>			

\* provincial gas tax subsidy will be a year end adjustment based on the final operating revenues and expenditures of the transit program

Corporation of the Town of Cobalt  
Schedule No. 15-12  
June 9, 2015

CHEQUE NUMBER	PAYABLE TO:	RE:	AMOUNT	DEPT.
3897	Bunker Military Museum	May operating grant	833.34	Culture/Tour
3898	Cobalt Mining Museum	May operating grant	833.34	Culture/Tour
3899	Cobalt Public Library	May operating grant	3,251.25	Culture/Tour
3900	Shawn Hearn	May gas allowance	73.50	Fire Dept.
3901	Canada Post Corporation	Amnesty Week newsletter	107.12	Waste Mng
3902	Crossing Guard	Wages April 27 to May 8	250.00	Public Safety
3903-3941	Approved and paid on Schedule No. 15-11 meeting of May 19, 2015			
3942	Void cheque			
3943	Employee reimbursement	Mileage TMBA meeting	56.10	Admin
3944	Ecole Secondaire Catholique Sainte Marie	Graduation award	100.00	Public Relations
3945	TDSS Awards Fund	Graduation award	100.00	Public Relations
3946	Council reimbursement	Refreshments EDO, FONOM	379.34	Mayor's Fund
3947	Crossing Guard	Wages May 11 to May 22	225.00	Public Safety
3948	Spring Pulse Poetry Festival	Temiskaming Foundation – Donation	200.00	Reimbursement
3949	CUPE Local 127	May union dues	525.00	Gen Gov't
3950	Workplace Safety & Insurance	May WSIB remittance	2,580.83	Gen Gov't
3951	Minister of Health	May Health Tax	1,280.49	Gen Gov't
3952	Receiver General for Canada	May payroll deductions	19,795.94	Gen Gov't
3953	OMERS	May pension plan	10,405.34	Gen Gov't
3954	MIS Insurance	Policy May 27, 2015 to May 27, 2016	61,263.19	Various
3955	Classic Theatre	Jan-May operating grant	4,166.70	Theatre
3956	Cobalt Catholic Cemetery	2015 Donation	3,000.00	Cemetery
3957	Cobalt, Coleman & Latchford Food Bank	2015 Donation	1,000.00	Public Relations
3958	Silverland Cemetery	2015 Donation	3,000.00	Cemetery
3959	Dan Ouellette	Fire Permit application fee return	25.00	Fire Dept
Subtotal			\$113,451.48	
Payrolls for the month of May			\$65,665.83	
<u>Preauthorized payments:</u>				
	Northerntel	Services to May 9		
	Pumphouse	16.50		
	Community Hall	68.49		
	Fire Hall	105.17		
	Network Support	682.80		
	Fraser	68.49		
	Municipal Office	343.37		
	Arena	52.87		
	Hoist Room	52.87		
	Garage	174.57		
	Water Support	131.80	\$1,696.92	

Union Gas	Services March 9 to April 8	
Municipal Bldg	824.48	
Works Garage	607.62	
Works Office	109.20	
Arena Electric	787.96	
Fraser	1,708.88	
Zamboni	198.47	
Fire Hall	408.50	\$4,645.11

EFT payments:

Hydro One	Services March 17 to April 16	
Headframe	158.67	
Teck Park	41.67	
Lagoon Intake	251.27	
Fraser Main Floor	92.69	
Town Park	41.67	
Fire Hall	297.30	
Arena Electric	647.20	
Water Tower	415.56	
Lagoon Out take	58.99	
Zamboni	70.65	
Garage	198.41	
Fire Museum	134.58	
Community Hall	803.42	\$3,212.08

Hydro One		
Street Lights	2,553.59 Apr 23 billing	
Fraser/Cobalt Rooms	406.23 Feb 28 – March 31	
Compressor	1,093.72 March 2 – April 1	\$4,053.54

CIBC Visa	April 25 to May 24	
Sewer pipe insulation		\$2,426.11

Union Gas	Fire Museum Apr 9 to May 11	\$161.36
-----------	-----------------------------	----------

Hydro One	Street Lights – May 22 billing	\$2,745.96
-----------	--------------------------------	------------

Bell Wireless	Cell phone to May 23	
PWS	105.09	
CAO	48.59	
Leader A	48.59	\$202.27

Hydro One	Train Station final bill	\$231.07
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CIBC Visa	March 25 to April 24	
Water tanker licence	35.00	
Works office – Telephone	49.14	
Shop supplies	59.87	
Room – NEOPWA Conference	361.60	
Room – Leadership Training	338.98	



Rooms – Fire Conference	813.52	\$1,658.11
	Total	\$200,149.84

That the accounts as per Schedule No. 15-12 in the amount of \$200,149.84 be approved as paid in the month of May, 2015.

**Corporation of the Town of Cobalt**  
**Schedule No. 15-13      June 9, 2015**

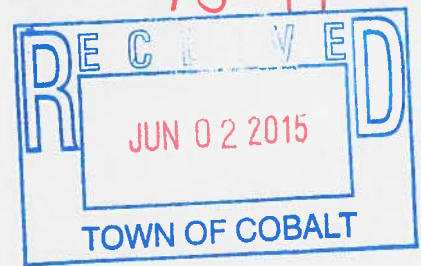
	<u>Vendor</u>	<u>Invoice Number</u>	<u>Date</u>	<u>Gross Amount</u>	<u>Discount</u>	<u>Net Amount</u>	<u>Method</u>
37	A & B Digital Printing, PO Box 1120, New Liskeard, ON, P0J 1P0	63682	6/9/2015	\$79.04	\$0.00	\$79.04	Cheque
	<b>Total Vendor Payment:</b>			<b>\$79.04</b>	<b>\$0.00</b>	<b>\$79.04</b>	
206	Acklands Grainger, , P.O. Box 2970, Winnipeg, ON, R3C 4B5	0371 0314557	6/9/2015	\$686.99	\$0.00	\$686.99	Cheque
		0371 0315051	6/9/2015	\$6,102.00	\$0.00	\$6,102.00	Cheque
	<b>Total Vendor Payment:</b>			<b>\$6,788.99</b>	<b>\$0.00</b>	<b>\$6,788.99</b>	
407	AECOM Canada Ltd., C/O T10002C, P.O. Box 10002, Postal Station A, Toronto, ON, M5W 2B1	38210968	6/9/2015	\$5,858.99	\$0.00	\$5,858.99	Cheque
	<b>Total Vendor Payment:</b>			<b>\$5,858.99</b>	<b>\$0.00</b>	<b>\$5,858.99</b>	
214	AGO Industries Inc., P.O. Box 7132, London, ON, N5Y 4J9	633558	6/9/2015	\$225.97	\$0.00	\$225.97	Cheque
	<b>Total Vendor Payment:</b>			<b>\$225.97</b>	<b>\$0.00</b>	<b>\$225.97</b>	
72	CGIS Spatial Solutions, 52 South Street, Perth, ON, K7H 2G7	42186	6/9/2015	\$290.68	\$0.00	\$290.68	Cheque
	<b>Total Vendor Payment:</b>			<b>\$290.68</b>	<b>\$0.00</b>	<b>\$290.68</b>	
43	City of Temiskaming Shores, PO Box 2050, 325 Farr Drive, Haileybury, ON, P0J 1K0	44386	6/9/2015	\$2,135.70	\$0.00	\$2,135.70	Cheque
		44437	6/9/2015	\$2,151.71	\$0.00	\$2,151.71	Cheque
		44438	6/9/2015	\$3,514.30	\$0.00	\$3,514.30	Cheque
	<b>Total Vendor Payment:</b>			<b>\$7,801.71</b>	<b>\$0.00</b>	<b>\$7,801.71</b>	
382	Clean Scene, Box 1568, New Liskeard, ON, P0J 1P0	20365	6/9/2015	\$43.83	\$0.00	\$43.83	Cheque
		21121	6/9/2015	\$30.39	\$0.00	\$30.39	Cheque
	<b>Total Vendor Payment:</b>			<b>\$74.22</b>	<b>\$0.00</b>	<b>\$74.22</b>	
221	Conseil Scolaire Catholique de Grandes Rivieres, 896 Riverside Drive, Timmins, ON, P4N 3W2	French Separate-2nd	6/9/2015	\$3,321.47	\$0.00	\$3,321.47	Cheque
	<b>Total Vendor Payment:</b>			<b>\$3,321.47</b>	<b>\$0.00</b>	<b>\$3,321.47</b>	
222	Conseil Scolaire Public de Nord-Est de L'Ontario, C.P. 3600, 820 Promenade Lakeshore, North Bay, ON, P1B 9T5	French Public-2nd pmt	6/9/2015	\$452.48	\$0.00	\$452.48	Cheque
	<b>Total Vendor Payment:</b>			<b>\$452.48</b>	<b>\$0.00</b>	<b>\$452.48</b>	

	<u>Vendor</u>	<u>Invoice Number</u>	<u>Date</u>	<u>Gross Amount</u>	<u>Discount</u>	<u>Net Amount</u>	<u>Method</u>
458	Corix Water Products LP, 3171 Kingsway East, P.O. Box 2691, Sudbury, ON, P3A 5J2	10513046912	6/9/2015	\$2,153.24	\$0.00	\$2,153.24	Cheque
	<b>Total Vendor Payment:</b>			<b>\$2,153.24</b>	<b>\$0.00</b>	<b>\$2,153.24</b>	
519	Davis Properties Inc., P.O. Box 1984, New Liskeard, ON, P0J 1P0	COBALT15-1	6/9/2015	\$1,810.68	\$0.00	\$1,810.68	Cheque
	<b>Total Vendor Payment:</b>			<b>\$1,810.68</b>	<b>\$0.00</b>	<b>\$1,810.68</b>	
46	District of Temiskaming Social Services Admin Brd, PO Box 6006, New Liskeard, ON, P0J 1P0	11467	6/9/2015	\$18,840.00	\$0.00	\$18,840.00	Cheque
	<b>Total Vendor Payment:</b>			<b>\$18,840.00</b>	<b>\$0.00</b>	<b>\$18,840.00</b>	
220	District School Board Ontario NorthEast, P.O. Box 1020, Timmins, ON, P4N 7H7	English Public-2nd pmt	6/9/2015	\$11,590.95	\$0.00	\$11,590.95	Cheque
	<b>Total Vendor Payment:</b>			<b>\$11,590.95</b>	<b>\$0.00</b>	<b>\$11,590.95</b>	
172	Fire Marshal's Public Fire Safety Council, 105 Strowger Blvd. P.O. Box 96, Brockville, ON, K6V 5T7	IN003375	6/9/2015	\$100.00	\$0.00	\$100.00	Cheque
	<b>Total Vendor Payment:</b>			<b>\$100.00</b>	<b>\$0.00</b>	<b>\$100.00</b>	
76	Grant Fuels Inc., PO Box 2439, 251 Gray Road, New Liskeard, ON, P0J 1P0	143565	6/9/2015	\$182.42	\$0.00	\$182.42	Cheque
		143566	6/9/2015	\$501.44	\$0.00	\$501.44	Cheque
	<b>Total Vendor Payment:</b>			<b>\$683.86</b>	<b>\$0.00</b>	<b>\$683.86</b>	
520	Grant Reliable Fertilizers, PO Box 130, New Liskeard, ON, P0J 1P0	INV0982	6/9/2015	\$184.30	\$0.00	\$184.30	Cheque
	<b>Total Vendor Payment:</b>			<b>\$184.30</b>	<b>\$0.00</b>	<b>\$184.30</b>	
210	H2Flow Equipment Inc., 470 North Rivermede Road, Unit #7, Concord, ON, L4K 3R8	10251	6/9/2015	\$907.10	\$0.00	\$907.10	Cheque
	<b>Total Vendor Payment:</b>			<b>\$907.10</b>	<b>\$0.00</b>	<b>\$907.10</b>	
51	Home Improvement - Ace Hardware, PO Box 1257, 463 Morisette Drive, Haileybury, ON, P0J 1K0	1-139108	6/9/2015	\$19.84	\$0.00	\$19.84	Cheque
	<b>Total Vendor Payment:</b>			<b>\$19.84</b>	<b>\$0.00</b>	<b>\$19.84</b>	
289	Metal-Air Mechanical Systems Ltd., 2828 Belisle Dr., P.O. Box 94, Val Caron, ON, P3N 1N6	115298	6/9/2015	\$1,635.03	\$0.00	\$1,635.03	Cheque
	<b>Total Vendor Payment:</b>			<b>\$1,635.03</b>	<b>\$0.00</b>	<b>\$1,635.03</b>	

	<u>Vendor</u>	<u>Invoice Number</u>	<u>Date</u>	<u>Gross Amount</u>	<u>Discount</u>	<u>Net Amount</u>	<u>Method</u>
108	Minister of Finance, Payment Processing Centre, PO Box 647, 33 King St. West, Oshawa, ON, L1H 8X3	17260515037	6/9/2015	\$27,969.00	\$0.00	\$27,969.00	Cheque
	<b>Total Vendor Payment:</b>			<b>\$27,969.00</b>	<b>\$0.00</b>	<b>\$27,969.00</b>	
115	Municipal Property Assessment Corporation, P.O. Box 3884, Commerce Court Postal Station, Toronto, ON, M5L 1K1	1800012703	6/9/2015	\$4,143.56	\$0.00	\$4,143.56	Cheque
	<b>Total Vendor Payment:</b>			<b>\$4,143.56</b>	<b>\$0.00</b>	<b>\$4,143.56</b>	
219	Northeastern Catholic District School Board, 101 Spruce Street South, Timmins, ON, P4N 6M9	English Separate-2nd	6/9/2015	\$3,429.07	\$0.00	\$3,429.07	Cheque
	<b>Total Vendor Payment:</b>			<b>\$3,429.07</b>	<b>\$0.00</b>	<b>\$3,429.07</b>	
59	Pioneer Diesel, PO Box 1088, 437136 Hawn Drive, New Liskeard, ON, P0J 1P0	226101	6/9/2015	\$250.83	\$0.00	\$250.83	Cheque
	<b>Total Vendor Payment:</b>			<b>\$250.83</b>	<b>\$0.00</b>	<b>\$250.83</b>	
60	Prism News Corp, PO Box 429, Cobalt, ON, P0J 1C0	22048	6/9/2015	\$55.37	\$0.00	\$55.37	Cheque
		22121	6/9/2015	\$187.58	\$0.00	\$187.58	Cheque
	<b>Total Vendor Payment:</b>			<b>\$242.95</b>	<b>\$0.00</b>	<b>\$242.95</b>	
205	Reliable Industrial Supply, 50 Mumford Road, Lively, ON, P3Y 1L2	43191	6/9/2015	\$1,727.96	\$0.00	\$1,727.96	Cheque
	<b>Total Vendor Payment:</b>			<b>\$1,727.96</b>	<b>\$0.00</b>	<b>\$1,727.96</b>	
61	Ricky's Glass & Mirror, PO Box 1621, 908 Lakeshore Road, Haileybury, ON, P0J 1K0	22132	6/9/2015	\$228.24	\$0.00	\$228.24	Cheque
	<b>Total Vendor Payment:</b>			<b>\$228.24</b>	<b>\$0.00</b>	<b>\$228.24</b>	
171	Safety Kleen Canada Inc., P.O. Box 15221, Station A, Toronto, ON, M5W 1C1	66724137	6/9/2015	\$454.62	\$0.00	\$454.62	Cheque
	<b>Total Vendor Payment:</b>			<b>\$454.62</b>	<b>\$0.00</b>	<b>\$454.62</b>	
84	Security Today, 100 Riverbend Road, North Bay, ON, P1B 8Z4	180049	6/9/2015	\$189.84	\$0.00	\$189.84	Cheque
	<b>Total Vendor Payment:</b>			<b>\$189.84</b>	<b>\$0.00</b>	<b>\$189.84</b>	
63	Temiskaming Printing Company, PO Box 580, 18 Wellington Street, New Liskeard, ON, P0J 1P0	81788	6/9/2015	\$145.43	\$0.00	\$145.43	Cheque
		B17806	6/9/2015	\$43.90	\$0.00	\$43.90	Cheque
	<b>Total Vendor Payment:</b>			<b>\$189.33</b>	<b>\$0.00</b>	<b>\$189.33</b>	

	<u>Vendor</u>	<u>Invoice Number</u>	<u>Date</u>	<u>Gross Amount</u>	<u>Discount</u>	<u>Net Amount</u>	<u>Method</u>
165	<b>Temiskaming Shores &amp; Area Chamber of Commerce, P.O. Box 811, 883356 Hwy 65 East, New Liskeard, ON, P0J 1P0</b>						
		2015-925	6/9/2015	\$140.00	\$0.00	\$140.00	Cheque
	<b>Total Vendor Payment:</b>			<b>\$140.00</b>	<b>\$0.00</b>	<b>\$140.00</b>	
521	<b>The City of Greater Sudbury, PO Box 5000 Station A, 200 Brady Street, Sudbury, ON, P3A 5P3</b>						
		60848	6/9/2015	\$401.15	\$0.00	\$401.15	Cheque
	<b>Total Vendor Payment:</b>			<b>\$401.15</b>	<b>\$0.00</b>	<b>\$401.15</b>	
328	<b>Timiskaming Health Unit, P.O. Box 1090, 247 Whitewood Ave, Unit 43, New Liskeard, ON, P0J 1P0</b>						
		July instalment	6/9/2015	\$12,021.00	\$0.00	\$12,021.00	Cheque
	<b>Total Vendor Payment:</b>			<b>\$12,021.00</b>	<b>\$0.00</b>	<b>\$12,021.00</b>	
202	<b>Township of Coleman, RR #1, 937907 Marsh Bay Road, Coleman Township, ON, P0J 1C0</b>						
		1629124	6/9/2015	\$36.00	\$0.00	\$36.00	Cheque
	<b>Total Vendor Payment:</b>			<b>\$36.00</b>	<b>\$0.00</b>	<b>\$36.00</b>	
110	<b>United Rotary Brush of Canada, c/o T56198C, PO Box 56198 STN A, Toronto, ON, M5W 4L1</b>						
	<b>Vendor</b>	<b>Invoice Number</b>	<b>Date</b>	<b>Gross Amount</b>	<b>Discount</b>	<b>Net Amount</b>	<b>Payment Method</b>
		C132603	6/9/2015	\$698.33	\$0.00	\$698.33	Cheque
	<b>Total Vendor Payment:</b>			<b>\$698.33</b>	<b>\$0.00</b>	<b>\$698.33</b>	
122	<b>Wamco Northern, P.O. Box 5300, Station A, London, ON, N6A 4N7</b>						
		713263-00	6/9/2015	\$2,212.39	\$0.00	\$2,212.39	Cheque
	<b>Total Vendor Payment:</b>			<b>\$2,212.39</b>	<b>\$0.00</b>	<b>\$2,212.39</b>	
66	<b>Wayne's Corner Garage, PO Box 895, 7 Silver Street, Cobalt, ON, P0J 1C0</b>						
		April 2015 vehicle fuel	6/9/2015	\$889.00	\$0.00	\$889.00	Cheque
	<b>Total Vendor Payment:</b>			<b>\$889.00</b>	<b>\$0.00</b>	<b>\$889.00</b>	
	<b>Total Selected for Payment:</b>			<b>\$118,041.82</b>	<b>\$0.00</b>	<b>\$118,041.82</b>	

That the accounts as per Schedule No. 15-13 in the amount of \$118,041.82 be paid after receiving Council approval.



**To: Cobalt Town Council**

**From: Board of Directors, Cobalt Mining Museum (CMM)**

**Re: Proposal by Councillor Mike Harrison re: silver bars**

Mayor & Council:

The Board of Directors of the CMM has reviewed the proposal of Councillor Mike Harrison to sell the larger of the two silver bars in order to assist in the CMM's fund-raising efforts and to retain the smaller silver bar as part of the collection of the CMM. The Board determined that this proposal is a reasonable and constructive approach that supports the CMM as it works to rebuild its financial base.

The CMM would like to clarify that SMC will act strictly as agents of the sale and the bar will be sold on the open market; SMC is simply facilitating that process for the CMM.

The Board of Directors of the CMM extends its appreciation to Councillor Mike Harrison for his hard work on this issue and looks forward to a speedy resolution to this matter in order that the CMM and the Town of Cobalt can continue to cooperate in efforts to maintain the vitality of Cobalt's important cultural sector.

Thank-you  
Reg Holdsworth  
Chairman, Board of Directors, CMM

FROM DAN Ouellette 15-26

9 TRAILER COBALT

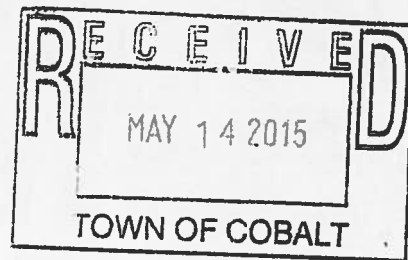
TO TOWN COUNCIL

DONT NO MY IS

MY BURNING PERMITS

FIRE PLACE

PS Declined





Volume 24 No 1  
May 2015

# THE COBALT LODGE

Newsletter of the Cobalt Historical Society



P.O. Box 309  
Cobalt, ON P0J 1C0

## Cobalt Public School - Grade V 1937-1938



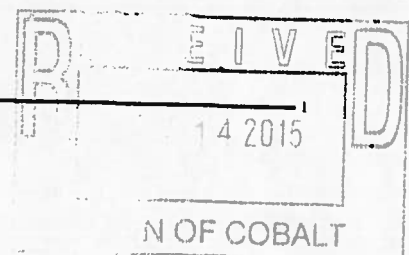
Left to Right: **Front Row:** Elizabeth Smith, Frances Johnston, Florence Dean, Mary Abraham, Mary Phillips, Dorothy Doody, Ireah Rajala, Audrey Stoughton, Connie Frazer, Dorothy Doonan, Norma Soucisse.

**Middle Row:** Ivan Tressider, John Cole, Gordon McLeod, Lloyd Valley, Dorothy Leaper, Evelyn Mikkola, Colleen Moore, Russell Murphy, Eric Puhakka, Aileen Lockhart.

**Back Row:** William Daws, Billy McKnight, Melvin Miller, Harold McLean, Harold Hicky, Donald Hogan.

**Teacher:** Miss McCauley (Irish Exchange Teacher)

Photo submitted by Florence Dean; Students identified by Laura (Mikkola) Baxter, Bill McKnight, and Ivan Tressider.





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**TOURIST CAMP**

HAROLD McLEAN, Lessee

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# Mervyn Lavigne

B. Eng. (Mich. Tech.) P. Eng (Ont.)  
June 9, 1928–April 3, 2015

It is with great sadness we share the news that our board member Mervyn Lavigne has passed away. What follows are the remarks of Reg Holdsworth at the induction of Merv into the Cobalt Mining Museum's Founders and Mining Partners Hall of Fame in August of 2014.

"It's obvious that it was Merv's mining career that took him, over the years, to almost every major mining camp past and present throughout Canada and the U.S. It was Merv's mining career that took him to our area and along with it his passion for heritage preservation. Merv was the founding president of the Cobalt Historical Society in 1999. Between 1999 and 2001 during the second phase restoration of several sites on the Cobalt Heritage Sil-

ver Trail, Merv, being a professional engineer, designed and drew the plans for all of the work done on these sites. He managed and wrote all the tender documents for this extensive project as well. His daily routine would take him to every site on the Heritage Trail. As both President of the Cobalt Historical Society and the Society's Trail Coordinator he compiled detailed and comprehensive reports of each site and sent them to all levels of government. He researched, wrote and had published the first Cobalt Heritage Silver Trail Guidebook. He initiated the *Cobalt Lode*, the Cobalt Historical Society's newsletter which is an important part of our mandate. The slogan *Our History Shines* is Merv's as well. Merv guided the Cobalt Historical Society into its first membership drive and membership today is over 125 members. Merv was also instrumental in the reprinting of several heritage publications which are sold here at the Museum. Merv is the go-to person for any mining property in the Cobalt Camp as well as those across the continent. If you happened to mention a mining property or town, within a few days he presented you with a folder or a book on the subject you had mentioned.

"What a resource we have been blessed with over the past twenty years or so.

"While with the Cobalt Mining Museum he was nominated by the Town of Cobalt and received the Ontario Heritage Trust Award for his dedication to preserving heritage in the Cobalt Camp. As a member of the Cobalt Mining Museum Board, Merv, year after year, scaled and checked the Colonial Adit to assure its safety for the summer tour-season. He worked with the summer student tour-guides to develop a comprehensive script for the underground mine tour.

"And just recently Merv has donated his extensive collection of mining related literature to the Cobalt Public Library to create a section dedicated exclusively to Mining—Merv's greatest passion.

"On a lighter side, I would just like to mention that Merv still takes an active role in the 'Round Table' discussions at the Silver Café every day of the week. He also supplies mining-related publications to other 'Round Table' members.

"Merv, you have been a champion of the Cobalt Camp and we, your peers here at the museum, the Cobalt Historical Society, and in your community are both thrilled and honoured to recognize your dedication to the heritage of the Cobalt Camp.

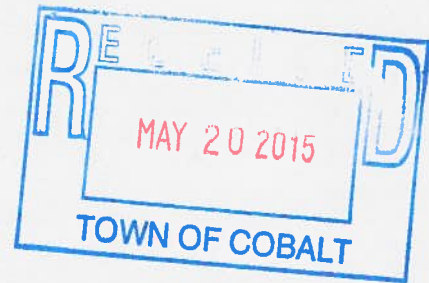
"As chairman of the Cobalt Mining Museum Board of Directors, I officially welcome you to our Wall of Fame as a Mining Partner. Congratulations!"

He will be missed.

Cobalt Silverland Cemetery  
c/o 12 Martin Drive  
Cobalt, Ontario P0J 1C0

May 14, 2015

Town of Cobalt  
Cobalt, ON. P0J 1C0



Dear Council,

The Cobalt Silverland Cemetery Board held a meeting last night to discuss the current budget needs for this coming year. After a lengthy discussion it was passed unanimously that we have the Town Council revise the current By-law on the Cemetery Rates. We feel that a 50% increase would be a very fair increase in comparison with other cemeteries rates in the area. The only rates that won't change are the license fees and the marker rates (now at \$12.00 and \$100).

This is more or less a catch-up on increases which should have incurred each year as prices increased for expenses, supplies etc. We will need the extra revenue to have back-up in case of equipment failure and/or replacement (lawn mower, grass trimmers etc.) as well being able to afford the topsoil, seeds and maintenance expenses. The Board will probably require a small increase in rates every year (maybe 5%) to maintain this revenue so we are not struggling to keep up the cemetery grounds. Even with this increase, our rates are very reasonable and affordable and certainly justifiable.

It was also suggested that I request from the Town a donation of 2 or 3 garbage or recycle cans to replace the steel barrels that we have at the cemetery at this time. These barrels have been there for many years and the bottoms are rusted out. Pierre will take care of the garbage. This will be a great help to keep the grounds looking neat and tidy. I hope that you will look favorably on this request.

We are developing a plan for the cemetery which will take place over the next few years, some of which will be able to take place this year. Meanwhile we will be catching up with things that have been left undone and do necessary repairs etc. You will all be very proud of the effort and care we are putting forth to make our cemetery a beautiful, peaceful place for our loved ones.

Regards

Shirley Gilson, Chair

Cobalt Silverland Cemetery Board

The Cobalt Silverland Cemetery

Moved by Rod Mathews No. 02  
Seconded by Eualyne Pickard Date May 13/15

50% increase in cemetery rates  
excluding licenses and marker  
stones. (they will remain the  
same.).

Carried ✓ Amended \_\_\_\_\_ Defeated \_\_\_\_\_

Signature Shirley Gilson

\*\*\*\*\*

Division Vote

For

Against

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\*\*\*\*\*

Declaration of Conflict of Interest

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Disclosed his/her/their interest, abstained from  
discussion and did not vote on the question.

Signed \_\_\_\_\_ Chairman





THE CORPORATION OF THE TOWN OF COBALT  
SCHEDULE "E" TO BY-LAW 2014-021

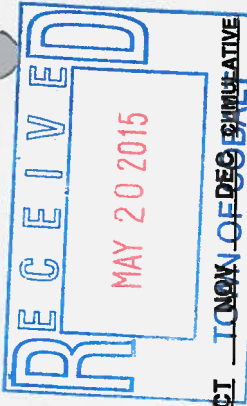
USER FEES: CEMETERY  
(plus HST where applicable)

PURCHASE OF LOT		RESIDENT	NON-RESIDENT	
Grave - Adult		\$ 500.00	\$ 600.00	Increase 50%
Grave - Child (17 years and younger)		\$ 400.00	\$ 480.00	
Cremation Lot		\$ 250.00	\$ 300.00	
Care and Maintenance (perpetual care) No HST		\$ 200.00	\$ 240.00	
INTERMENT		RESIDENT	NON-RESIDENT	
Adult		\$ 500.00	\$ 600.00	Increase 50%
Child (17 years and younger)		\$ 250.00	\$ 300.00	
Cremation		\$ 250.00	\$ 300.00	
Provincial License (effective July 1, 2014) No HST		\$ 12.00	\$ 12.00	
OTHER SERVICES		RESIDENT	NON-RESIDENT	
Disinterment - Full Casket		\$ 1,000.00	\$ 1,000.00	Increase 50%
Disinterment - Cremation		\$ 300.00	\$ 300.00	
Staking		\$ 25.00	\$ 25.00	stay same
Marker Stone (care + maintenance)		\$ 100.00	\$ 200.00	
Vault Storage		\$ 0.00	\$ 300.00	Increase 50%

# COBALT MINING MUSEUM FINANCIAL STATEMENT 2015

REVENUE	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC CUMULATIVE
Grant Town of Cobalt	\$ 833.34	\$ 833.34	\$ 833.34	\$ 833.34								\$ 3,333.36
Grant Gov't of Canada												\$ -
Grant Prov. Of Ontario												\$ -
Donations	\$ 100.00	\$ 399.13		\$ 765.00								\$ 1,264.13
Admission				\$ 45.50								\$ 45.50
Gift Shop		\$ 4.95		\$ 0.30								\$ 5.25
Guided Tours												\$ -
HST	\$ 783.29	\$ 0.64		\$ 295.89								\$ 1,079.82
Grant Tnsp of Coleman	\$ 3,500.00											\$ 3,500.00
ING Direct Savings a/c												\$ -
Investment Interest												\$ -
<b>TOTAL</b>	<b>\$ 5,216.63</b>	<b>\$ 1,238.06</b>	<b>\$ 833.34</b>	<b>\$ 1,940.03</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 9,228.06</b>

EXPENDITURE	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC CUMULATIVE
Wages & Benefits	\$ 3,333.74	\$ 351.15	\$ 365.30	\$ 351.15								\$ -
Telephone	\$ 124.94	\$ 123.98	\$ 123.93	\$ 123.98								\$ 4,401.34
Heat	\$ 189.38	\$ 189.38	\$ 189.38	\$ 189.38								\$ 496.83
Hydro	\$ 289.49	\$ 232.00	\$ 321.25	\$ 268.20								\$ 757.52
Water	\$ 137.35		\$ -	\$ 137.35								\$ 1,110.94
Building Maintenance	\$ 264.00											\$ 274.70
Gift Shop												\$ 264.00
Advertising & Prom.			\$ 75.00	\$ 44.25								\$ -
Office Supplies & Equip.				\$ 1,000.00								\$ 119.25
Postage & Shipping			\$ 19.00									\$ 1,000.00
Memberships & Conv.												\$ 19.00
HST	\$ 121.89	\$ 79.02	\$ 93.99	\$ 220.07								\$ -
Insurance												\$ 514.97
Bank Charges	\$ 98.47	\$ 134.28	\$ 97.46	\$ 100.36								\$ -
Janitorial Supplies												\$ 430.57
<b>TOTAL</b>	<b>\$ 4,559.26</b>	<b>\$ 1,109.81</b>	<b>\$ 1,285.31</b>	<b>\$ 2,434.74</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 9,389.12</b>



15-87

**COBALT MINING MUSEUM**

**FINANCIAL INFORMATION**

**CURRENT ACCOUNT # 25:02216**

TOTAL REVENUE 2015  
TOTAL EXPENDITURE 2015

\$	9,228.06
<u>-\$</u>	<u>9,389.12</u>
<u>-\$</u>	<u>161.06</u>
\$	1,479.79
<u>-\$</u>	<u>214.47</u>
\$	<u>1,104.26</u>

CURRENT ACCOUNT BALANCE DEC 31/14

OUTSTANDING CHEQUES DEC 31/14

CURRENT ACCOUNT BALANCE APRIL 30<sup>th</sup> 2015

**ING DIRECT INVESTMENT SAVINGS ACCOUNT**

BUSINESS INVESTMENT SAVINGS ACCOUNT # 3300008810  
INTEREST TO APRIL 30<sup>th</sup>, 2015

\$	1,061.77
<u>\$</u>	<u>0.65</u>
\$	<u>1,062.42</u>

**ENDOWMENT FUND**

TRI TOWN FOUNDATION

Cobalt Mining Museum

\$ 5,253.00



# COBAL T MINING MUSEUM

## SCHEDULE OF PAYMENTS -APRIL 2015

<u>DATE</u>	<u>NO.</u>	<u>PAYABLE TO</u>	<u>AMOUNT</u>	<u>DEPARTMENT</u>
Apr 01	---	CIBC Global Payments	\$ 89.78	Bank Chargesd
Apr 01	3239	Hydro One	\$ 41.92	Hydro
Apr 01	3240	Prism News Corp	\$ 50.00	Promotion
Apr 02	3241	Anne Fraboni	\$ 147.85	Wages
Apr 08	3242	Corporation Town of Cobalt	\$ 137.35	Water
Apr 08	3243	Kemp, Elliott & Blair	\$ 1,130.00	Office/Audit
Apr 15	3244	Hydro One	\$ 223.67	Hydro
Apr 15	3245	Anne Fraboni	\$ 147.85	Wages
Apr 21	3246	NorthernTel	\$ 140.08	Telephone
Apr 21	3247	Union Gas	\$ 214.00	Heat
Apr 29	3248	Hydro One	\$ 41.92	Hydro
Apr 30	3249	Receiver General	\$ 55.45	Wages & Benefits
Apr 30	---	CIBC Service Charge	\$ 14.87	Bank Chargesd
<b>TOTAL</b>			<b>\$ 2,434.74</b>	



*You're in Good Company*  
May 21, 2015

**Town of Aurora**  
100 John West Way, P.O. Box 1000  
Aurora, ON L4G 6J1  
mayor@aurora.ca  
www.aurora.ca

The Honourable Lisa Raitt  
Federal Minister of Transport

**DELIVERED BY E-MAIL**

**RE: Community Mailboxes**

Dear Minister Raitt,

Further to a decision by Aurora Town Council at its meeting of Monday, May 11, 2015, in support of the City of Hamilton's opposition to the installation of community mailboxes, I am requesting that Canada Post immediately cease the installation of community mailboxes and adhere to its Five-point Action Plan requirement to engage in full and meaningful consultation with all stakeholders, including the Town of Aurora and its residents.

For your reference, I attach Aurora Council's resolution:

NOW THEREFORE BE IT HEREBY RESOLVED THAT the Town of Aurora endorse the City of Hamilton's opposition to the elimination of home mail delivery and installation of community mailboxes; and

BE IT FURTHER RESOLVED THAT Council direct the Mayor to send a letter, copied to Members of Parliament, Ontario Members of Provincial Parliament, and all Ontario municipalities, that requests the Federal Minister of Transport, who oversees Canada Post, to require Canada Post to halt installation of community mailboxes immediately and adhere to its Five-point Action Plan requirement to engage in full and meaningful consultation with all stakeholders, including the Town and its residents; and

BE IT FURTHER RESOLVED THAT Council direct staff to bring forward recommendations to the next Council meeting to align the Town's by-laws with the City of Hamilton's By-law Number 15-091 which regulates the installation of equipment on roads; and

BE IT FURTHER RESOLVED THAT Council direct staff to develop appropriate standards to require Canada Post to apply for permits with an appropriate fee that reflects the resources required and costs incurred by the Town to install and maintain community mailboxes in established neighbourhoods; and

BE IT FURTHER RESOLVED THAT staff bring back a new bylaw for Council's enactment at the next Council meeting.

I look forward to your response at your earliest opportunity.

Yours sincerely,

  
Mayor Geoffrey Dawe  
Town of Aurora

Cc: All Members of Parliament  
All Members of Provincial Parliament  
All Ontario municipalities

Ministry of  
Municipal Affairs  
and Housing

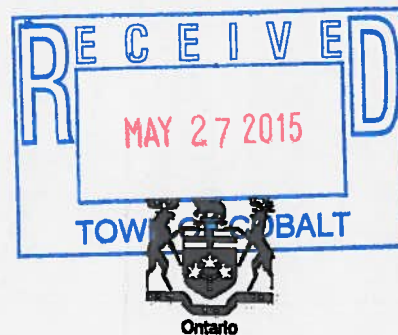
Office of the Minister

777 Bay Street, 17<sup>th</sup> Floor  
Toronto ON M5G 2E5  
Tel. 416-585-7000  
Fax 416-585-6470  
[www.ontario.ca/MAH](http://www.ontario.ca/MAH)

Ministère des  
Affaires municipales  
et du Logement

Bureau du ministre

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Télééc. 416-585-6470  
[www.ontario.ca/MAH](http://www.ontario.ca/MAH)



MIN15-66568

Dear Head of Council,

As you know, the *Public Sector and MPP Accountability and Transparency Act, 2014* (the Act) received Royal Assent on December 11, 2014. I am writing to inform you that the amendments in the Act for the municipal sector will come into force on January 1, 2016.

Once proclaimed, the Ontario Ombudsman's role will be expanded to include municipalities. The amendments will provide the authority for the Ontario Ombudsman to investigate complaints respecting municipal matters.

Our government respects municipalities and respects the work of municipal councils and their relationships with their constituents. This is about making sure that every person in every municipality across Ontario has access to an ombudsman. This legislation builds on the current local integrity framework in the *Municipal Act, 2001*, which gives municipalities the powers to develop local integrity frameworks based on local needs and capacity.

The Ontario Ombudsman's role is to conduct investigations and make recommendations. It will be up to the Ontario Ombudsman to determine whether to investigate a municipal matter brought to his or her office's attention. While the Ombudsman could not compel municipalities to take action, the Ombudsman could make recommendations to council and the municipality as part of his or her report. As is the case now for the province, it would be up to a municipality to determine how to proceed after an Ombudsman report.

There will be no change to the current meeting investigator role. Municipalities will still have the power to appoint an investigator to independently investigate whether a municipality or local board has complied with closed meeting requirements of the *Municipal Act, 2001* or the local procedure by-law. The Ontario Ombudsman would not be able to investigate a closed meeting complaint if a local meeting investigator is appointed. As is currently the case, if a municipality does not appoint an investigator, the Ontario Ombudsman acts as the meeting investigator.

This is new legislation, and I recognize there may be some concerns about how the amendments might impact municipalities. I would like to clarify four key points:

1. **The new legislation will not require municipalities to appoint an ombudsman.** Only the City of Toronto must have a locally-appointed ombudsman, as already set out in the City of Toronto Act. All other municipalities could continue to appoint their own ombudsman if they choose. If a municipality other than Toronto has appointed an ombudsman, the Ontario Ombudsman could still conduct an investigation into a complaint to the local ombudsman in that municipality, but only after local ombudsman processes are completed. The Ontario Ombudsman could also include one or more municipalities, including Toronto, in a systemic, broad ranging investigation.

2. **The amendments are not designed to increase costs for municipalities, and costs would not automatically increase for municipalities because of the Ontario Ombudsman's new role.** There may be administrative costs to those municipalities that are responding to the Ombudsman but there would be no other new costs because of the Ombudsman's new role. The Office of the Ontario Ombudsman is funded by the Province of Ontario, and the level of funding is determined by the Legislature. The Ontario Ombudsman does not currently charge a fee -- either annually or by investigation -- and there is no proposal to change that.
3. **The Ontario Ombudsman's office determines how to prioritize matters brought to its attention through complaints.** The amendments will also allow the Ombudsman to examine broad systemic issues that impact a wide range of municipalities and Ontarians.
4. **The amendments will not replace the important work that Ontario municipalities are already doing with regard to accountability and transparency.** Our government understands the importance and value of locally-appointed integrity officers. The amendments ensure that everyone has access to an ombudsman. The Ontario Ombudsman could investigate complaints made to local integrity officers, but only after their complaint processes are completed.

A regulation under the amended *Ombudsman Act* will exempt certain local boards in the municipal sector from the Ontario Ombudsman's oversight. This regulation will come into force January 1, 2016. The amendments to the *Ombudsman Act* will come into force at the same time.

The proposed exemptions are similar to the municipal ombudsman framework in the *Municipal Act, 2001* and the *City of Toronto Act, 2006*. The regulation would recognize that oversight systems already exist for some entities by exempting from Ombudsman oversight: children's aid societies, boards of health, committees of management established under the *Long-Term Care Homes Act*, police services boards, and public library boards.

For more information about municipal accountability and transparency in Ontario, including required municipal policies, integrity officers and codes of conduct, please refer to the Municipal Councillors' Guide at <http://www.mah.gov.on.ca/Page5030.aspx>. The Ministry of Municipal Affairs and Housing will be updating the Guide to provide greater detail on the *Public Sector and MPP Accountability and Transparency Act, 2014*. Please see the enclosed for this information in advance of the Ministry posting the updated guide.

Please accept my best wishes.

Yours sincerely



Ted McMeekin  
Minister

## **Update to Municipal Councillors' Guide**

### **Public Sector and MPP Accountability and Transparency Act, 2014**

The Public Sector and MPP Accountability and Transparency Act, 2014 received Royal Assent on December 11, 2014. The amendments in the Act for the municipal sector will come into force on January 1, 2016.

This legislation builds on the current local integrity framework in the *Municipal Act, 2001* and the *City of Toronto Act, 2006* (described above), which gives municipalities the powers to develop local integrity frameworks based on local needs and capacity. The amendments will provide the people of Ontario with access to stronger accountability processes by making sure that everyone has access to an ombudsman.

The Ontario Ombudsman plays a crucial role in enhancing transparency in government. It is important to remember that the Ombudsman is there to help serve our citizens better, and to help get government right at all levels.

The amendments will provide the authority for the Ontario Ombudsman to investigate municipal matters. While the Ombudsman could not compel municipalities to take action, the Ombudsman could make recommendations to council and the municipality as part of his or her report. It is up to the municipality whether and how to address any recommendations made by the Ombudsman.

The Ontario Ombudsman's office determines how to prioritize matters brought to its attention through complaints. These changes will allow the Ombudsman to examine broad systemic issues that impact a wide range of municipalities and Ontarians.

The amendments will not require municipalities to appoint an ombudsman. Only the City of Toronto is required to have a locally-appointed ombudsman, as set out in the *City of Toronto Act*. All other municipalities could continue to appoint their own ombudsman if they choose. If a municipality has appointed an ombudsman, the Ontario Ombudsman could still conduct an investigation into a complaint to the local ombudsman in that municipality, but only after local ombudsman processes are completed.

The amendments will work together with local tools to ensure that everyone has access to an ombudsman. Locally-appointed integrity officers and municipal codes of conduct are an important part of Ontario's local accountability framework. The Ontario Ombudsman could investigate complaints made to local integrity officers but only after their complaint processes are completed. The Ontario Ombudsman could also include one or more municipalities, including Toronto, in a systemic, broad ranging investigation.

A regulation under the amended Ombudsman Act will exempt certain local boards in the municipal sector from the Ontario Ombudsman's oversight. This regulation will come into force at the same time as the amendments, January 1, 2016. This regulation recognizes that oversight systems already exist for these entities.

The exemptions are similar to the municipal ombudsman framework in the *Municipal Act, 2001* and the *City of Toronto Act, 2006* and will exclude the following from Ontario Ombudsman oversight:

- children's aid societies;
- boards of health;
- committees of management established under the Long-Term Care Homes Act;
- police services boards; and
- public library boards.

15-92

**Candice Bedard**

**From:** Minister (MAH) <minister.mah@ontario.ca>  
**Sent:** Thursday, May 28, 2015 10:24 AM  
**To:** Minister (MAH)  
**Subject:** Municipal Elections Act/Exprimez-vous: la Loi de 1996 sur les élections municipales

**Ministry of  
Municipal Affairs  
and Housing**

Office of the Minister

777 Bay Street, 17<sup>th</sup> Floor  
Toronto ON M5G 2E5  
Tel. 416-585-7000  
Fax 416-585-6470  
[www.ontario.ca/MAH](http://www.ontario.ca/MAH)

**Ministère des  
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et du Logement**

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Télec. 416-585-6470  
[www.ontario.ca/MAH](http://www.ontario.ca/MAH)



MIN15-66634

May 28, 2015

Ontario is launching a review of the Municipal Elections Act to take one step closer to giving municipalities the option of using ranked ballots in future municipal elections. This review will explore ways in which ranked ballots can be implemented by municipalities across the province.

In addition, the review will ensure that the rules governing how municipal leaders are elected are clear and simple, and reflect how modern campaigns and elections should be run.

Over the next couple of months our government will be consulting with the public, municipalities, community groups and key stakeholders to hear about what's working, what we can continue improving and suggested solutions.

Have your say:

- Submit comments online at [ontario.ca/municipalelections](http://ontario.ca/municipalelections)
- Email comments to [MEA.info@ontario.ca](mailto:MEA.info@ontario.ca)
- Write to:

Municipal Elections Act Review  
Ministry of Municipal Affairs and Housing  
Local Government Policy Branch  
777 Bay Street, 13th Floor, Toronto, ON M5G 2E5

The deadline for comments is July 27, 2015.

Thank you for your participation.

Information on the upcoming review of the Municipal Act, the City of Toronto Act and the Municipal Conflict of Interest Act will follow.

Best regards,

Ted McMeekin  
Minister

---

Le gouvernement de l'Ontario a lancé un examen de la *Loi de 1996 sur les élections municipales*. Cet examen constitue un pas de plus vers l'octroi aux municipalités de l'option d'utiliser le scrutin préférentiel dans les futures élections municipales. Il vise à déterminer les façons dont les municipalités de la province peuvent mettre en œuvre le scrutin préférentiel.

De plus, l'examen fera en sorte que les règles qui régissent l'élection des dirigeants municipaux soient claires et simples et correspondent à la façon dont les campagnes et les élections modernes devraient se dérouler.

Au cours des deux prochains mois, le gouvernement mènera des consultations pour savoir ce qui fonctionne et ce qu'il peut continuer à améliorer, et pour obtenir des suggestions de solutions.

Exprimez-vous :

- en envoyant vos commentaires en ligne à [ontario.ca/electionsmunicipales](http://ontario.ca/electionsmunicipales);
- en envoyant vos commentaires par courriel à [MEA.info@ontario.ca](mailto:MEA.info@ontario.ca)
- en nous écrivant à :

Examen de la *Loi de 1996 sur les élections municipales*  
Ministère des Affaires municipales et du Logement  
Direction des politiques relatives aux administrations locales  
777, rue Bay, 13<sup>e</sup> étage, Toronto ON M5G 2E5

La date limite de présentation des commentaires est le 27 juillet 2015.

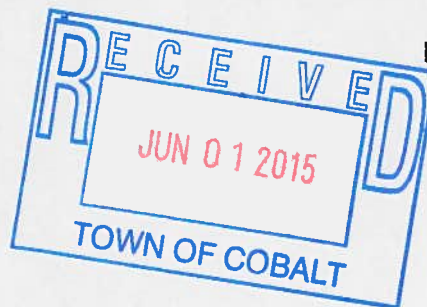
Nous apprécions beaucoup votre participation.

Des renseignements sur le prochain examen de la *Loi de 2001 sur les municipalités*, de la *Loi de 2006 sur la cité de Toronto* et de la *Loi sur les conflits d'intérêts municipaux* seront fournis ultérieurement.

Cordialement,

Ted McMeekin  
Ministre





# Report to the Board of Health

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**May 27, 2015**

*Prepared by:  
the Management Team*

**2015 Q1 BOARD REPORT**



## HUMAN RESOURCES UPDATE - Randy Winters

---

### RECENT NEW HIRES

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### RETIREMENT/RESIGNATION (*since last report*)

---

- **Public Health Promoter**, Resignation, NL, Permanent, Full-Time (effective April 22, 2015)

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### CURRENT VACANCIES

---

- **Public Health Nurse, Permanent**, Kirkland Lake, Full-time
- **Analyst-Research-Planning & Policy**, Temporary, New Liskeard, Full-Time

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### EXCELLENCE COMMITTEE

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*Amanda Mongeon,*  
*Project Champion—THU Focus on Excellence*



THU's Excellence Committee continues to meet monthly and develop initiatives to promote overall excellence with:

- Workplace wellness;
- Continuous improvement;
- THU community involvement;
- Staff Appreciation and Awards of Excellence.

We are currently working on a number of different initiatives. Based on findings from a 2013 THU organizational survey, we are:

- adding program updates to grand rounds;
- Supporting healthy eating by helping our dietitians improve THU's healthy eating guideline;
- analyzing data from the 2014 Client Satisfaction Survey;
- developing workplace mindfulness initiatives to promote mental health;
- entering teams in the 2015 Dragon Boat (NL) and Ride Don't Hide (KL) events;
- continuing to promote blood donation with the **Partners4Life** program with Canadian Blood Services.

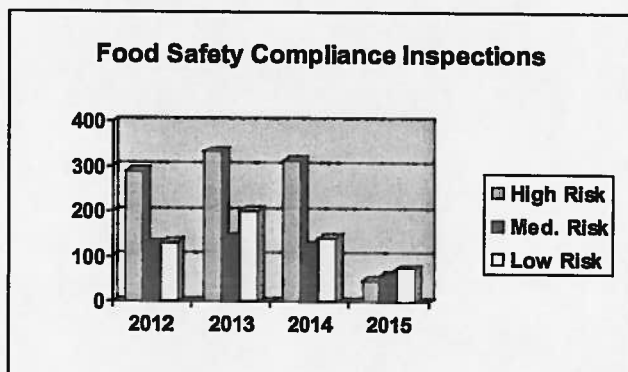
As a member of Canadian Blood Services' Partners 4 Life Program, THU made a great showing at the first two blood donor clinic of 2015. Our goal for 2015 is to donate 120 units of blood. Board of Health members are invited to join THU's roster of donors by providing their name to Rachelle to have their donation count towards THU's tally. Also, the June 30 clinic in New Liskeard will be held in Honour of Nicki Galley, who received blood nearly one year ago. Nicki will be there to greet people and share her story.

## ENVIRONMENTAL HEALTH, INFECTION CONTROL & FOUNDATIONAL STANDARDS

Cameron Clark

### SPECIAL PROJECTS

- Review and summary of **food handler course evaluations**.
- Plan for the continuation of the '**Well Aware**' program with a survey to help understand challenges and barriers for private residential well drinking water sample collection.
- Preparation for **Temagami Lake Drinking water program** with plan for water sampling and promotion logistics for this summer.
- **Infection Prevention and Control Presentation for daycares** at DTSAAB.



### PROFESSIONAL DEVELOPMENT

- Cancer Care Ontario - new changes that have happened to the manner in which cancer data are collected in Ontario, Jan. 13; Every Breath You Take Probing the Properties of Particulate Pollution, Jan. 29; The New York State Environmental Public Health Tracking Program, Feb. 12; A public health approach to appraising evidence.
- **Enteric Disease cases interview skill training**, Jan. 25, Newmarket.
- **Completion of the Skin Cancer Prevention Act (Tanning Beds), Training for the remainder of the Public Health Inspectors**, Feb. 4, NL office (webinar).

- **Healthy Environments Forum**, (introduction of the new Health Hazard protocol, climate change adaptability and heat alert pilot), Feb. 25, Toronto.
- **Toronto/Ontario Public Health Conference (TOPHC)**, March 25, 26 & 27, Toronto.

### INTERNAL PROCEDURES

- **Provincial foodhandler courses** taught at KL office (12 people), TDSS (25 people); **Food Information Session** taught at Northern College (10 people).
- **Completion of the Food Premise Renovation and Building guide** with graphics and resources for operators.

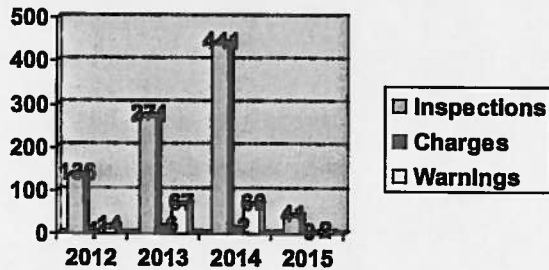
### INFECTIOUS DISEASE

- **Infection Prevention and Control Course** taught for Northern College PSW students - Haileybury and Kirkland Lake sessions.
- **Completion of the Vectorborne Disease Report** regarding last season's mosquito trapping and WNV and EEE testing.

### ARISING ISSUES

- Follow-up with contacts related to the **Sudbury restaurant exposure and the Hepatitis A foodhandler** (6 immunizations administered).
- '**Institutional**' **respiratory outbreaks included 4 Community Living Homes** in Kirkland Lake with subsequent quality of life issues concerning control measures.

### Tobacco Enforcement - SFO



Land Control	2012	2013	2014	2015
Permits Issued	197	137	137	0
File Searches	51	38	57	11
Severance/Subdivision Notifications	37	14	20	2

Infection Control	2012	2013	2014	2015
Reportable Disease Investigations	-	80	70	51
Outbreaks	13	17	22	11
Animal Bite Reporting	90	74	60	17
Boil Water Advisories	-	-	-	6

### EMERGENCY PREPAREDNESS

- Reworked NBPSPDHU's **Guide to Emergency Shelters** to use as a resource for municipalities and emergency exercises to give an explanation of our role.
- Annual Emergency Exercise – Coleman, Cobalt, Latchford, 'Ice Storm/Extended Power Outage' - Feb. 10.

### RESEARCH AND KNOWLEDGE EXCHANGE - REPORTS

- Public Health Snapshot, which focused on injuries, distributed with local papers and also shared on our website.
- Poverty project report finished.
- Diabetes Prevention Project Temiskaming evaluation report.
- Three reports in progress:
  - Seniors Falls,
  - Alcohol use and;
  - Social Determinants of Health.

### Other Inspections:

Type	Area	# of Inspections
<b>Recreational Water Inspections</b> (Pools & Summer Public Beach Program)	Dymond	2
	KL-Area	1
	Tri-Town-Area	1
	Cobalt-Temagami	2
<b>Small Drinking Water Systems Inspections/ Occurrences</b> (Including consultations and follow-ups)	Dymond	4
	KL-Area	6
	Tri-Town-Area	18
	Cobalt-Temagami	7
<b>Infection Control Inspections</b> (residential/health care facilities, hair salons, tattoos, piercings, aesthetics, childcare facilities)	Dymond	14
	KL-Area	0
	Tri-Town-Area	4
	Cobalt-Temagami	3
<b>Food Safety - Temporary Food permits issued for Special Event vendors</b>	Dymond	3
	KL-Area	9
	Tri-Town-Area	2
	Cobalt-Temagami	1

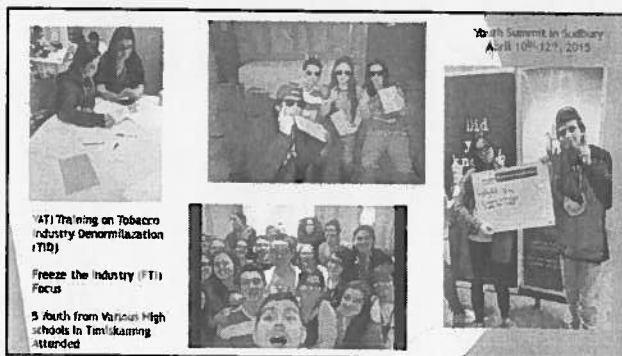
## CHRONIC DISEASE, INJURY PREVENTION & COMMUNITY HEALTH

Kerry Schubert-Mackey

### SCHOOL HEALTH

Supported the following programs or initiatives in Q1:

- P.A.R.T.Y program reaching 46 students
- Roots of Empathy (2 elementary schools)
- Regular Healthy Relationship Clinics at 100% of secondary schools
- Between Girls (1 elementary school)
- Nutrition Tools for Schools and Nutrition Month (see below)
- 5 Youth Engagement groups at each secondary school to plan and deliver peer tobacco prevention activities. Information was shared with their peers on chew tobacco, the tactics of the tobacco industry and flavoured tobacco.
- TDSS Healthy Eating Grant project led by staff and students which included a class recipe contest, a video contest, a chef healthy recipe demo and sampling for Chinese New Year
- Student Nutrition program promotion and consultation
- A secondary school group of youth with a sun safety booth
- Immunization records & notices/reminders to parents
- JK registration package information



Q1 was quite busy as the final quarter for the RNAO Youth Mental Health & Addiction Champion Pilot Project. THU staff guided and supported local

KLDCS and TDSS youth to plan and carry out the activities to raise awareness of mental health & substance misuse. Some highlights include:

- Creation of a paint toss wall mural to "Stamp out stigma" and provide links to resources (TDSS) and the creation of a 'safe space' for student who need a few minutes to 'chill out' when feeling stressed or overwhelmed (KLDCS)
- A post-it note activity with positive messaging and life saver (TDSS & KLDCS)



### COMMUNITY HEALTH – INJURY & SUBSTANCE MISUSE PREVENTION

Preventing Falls Among Older Adults –Stay On Your Feet (SOYF) - NE LHIN Funding

Highlights for Jan to March include:

- supporting the local SOYF steering coalition
- developing a local partnership work plan and continuing to scan & collect local data
- promoting related training opportunities
- adapting and disseminating SOYF information to reduce the risk of a fall including a community population screening/risk assessment checklist
- supporting partners who received NE LHIN funding for the fall prevention exercise & education series Stand Up! P.I.E.D.S.

- participating in the NE regional steering committee including an evaluation work group

In addition, THU coordinated a workshop for 20 local Rising Stars representing 3 local Troupes (Temiskaming, Kirkland Lake & Francophone group). These senior volunteers also received a celebration lunch and acknowledgement for their effort in performing fun & educational skits for their peers.

We also completed a falls prevention status survey related to the performance indicator for the Ministry of Health & Long-Term Care.

### Road Safety & Substance Misuse Prevention Highlights

- Facilitated a 2 day car seat educator training for 10 participants from THU and Timiskaming Child Care.
- Coordinated the MTO Winter Driving campaign locally and applied for the MTO Road Safety Challenge as part of the local Road Safety Coalitions.



### Physical Activity, Healthy Eating, Healthy Weights (Includes Healthy Communities Funding)

- As part of the local KidSport chapter, THU coordinated a promotion campaign.
- Supporting the South Timiskaming Active Living Collaborative including planning for an event to promote physical activity options "Get moving Timiskaming Ca bouge."

- Supporting a Bicycle Friendly Community partnership in Temiskaming Shores including planning for a local workshop.
- Delivered 4 presentations on a Physical literacy toolkit "Jump into Play" reaching over 70 early childhood educators, early years staff & childcare supervisors (DTSSAB, TCC/OEYC).
- The toolkit supports physical activity and movement skills in children within early learning settings. The goal is to decrease sedentary behaviours and increase opportunities for active play. The toolkit includes an assessment tool and action plans and resources for early learning settings reaching children aged 0-12 years. The toolkit was created by the 5 NE PHUS.
- Hosted a networking and information event for 15 local food partners.
- Launched the finished Google map, worked on CFA report. Looking to celebrate and launch at a HCP event in March.
- Developed and disseminated a local cost of eating well report and infographic.
- Hosted a lunch & learn for the local Registered Dietitian Network. This network reaches 9 RDs representing 10 agencies.
- Presented introducing solids and homemade baby food workshop to post-natal group at Brighter Futures in Haileybury (7 participants).



Q1 includes **Nutrition Month** for which the theme this year was eating 9 to 5. NM activities included:

- Presenting to all THU staff on healthy eating at work and related supporting policy.
- Implementing a communication campaign which in addition to radio, newsprint and FB

posts, included a find Freggie contest in 7 grocery stores resulting in over 500 ballots.

- Supporting 7 external **workplaces** to implement the Paint Your Plate campaign. The workplaces included, 3 Family Health Teams and 3 elementary schools reaching over 120 staff. The campaign involves a challenge to consume the recommended amounts of vegetables and fruits each day with other incentives and activities such as a healthy potluck and salad swap. Surveys have been sent out to evaluate the initiative.



- During NM, 4 schools were supported to run the **Freggie Friday™** program. This program encourages students to eat fruits and vegetables as part of their lunch and snacks. On Fridays, students receive a ballot for a chance to win prizes. Teachers are also provided with curriculum resource to promote healthy eating in the classroom. The **Freggie Friday™** schools had visits from Freggie and a healthy celebration vegetables and fruits provided for the students.

#### **The Diabetes Prevention Project (100% funded)**

Jan to March marks the 4<sup>th</sup> quarter for this project.

Highlights include:

- Working with partners to develop a 2015/16 workplan and Q3 indicator reporting to the Ministry.
- Supporting evaluation of the Community Kitchen initiative and of past trainings.

- Implemented the Bring Back the Tradition of Healthy Living communication campaign which integrated a diabetes risk assessment tool.
- Supported the local Dietitian Network, Paint Your Plate and Nutrition Month Campaign (see above).

#### **Tobacco –Protection, Prevention, Cessation (Also see Enforcement under Environmental Health). Includes 100% SFO Funding**

- Delivered a presentation to THU staff on the amendments to the Smoke-free Ontario Act (SFOA) and assisted with ordering signage for local sports fields, playgrounds and patios related to the new SFOA.
- Finalized 2015 workplan and completed 2014 final report due to the Ministry.
- Planning for Smoke-Free Spaces workshop in Toronto.
- Liaising with a KL mine regarding the SFOA and challenges of enforcing underground.
- Presented to 20 local Girl Guides and leaders on tobacco protection & prevention.
- Youth prevention – see school health.
- Enhanced 2 quit tobacco communication campaigns Driven to Quit and Would You Rather – targeting young adults.
- Promoted 3 Stop On the Road cessation workshops (KL, Eng, Tem. Shores).



#### **Screening for Early Detection of Cancer**

- Supported ads for Cancer awareness month highlighting the new cancer IQ tool and the low risk alcohol drinking guidelines.



## FAMILY HEALTH & NURSING STATIONS

Ghislaine Julien

### DENTAL HEALTH

Caseload	2012	2013	2014	2015
OHISS Screening (Primary: Pre-Kind /Kind & Gr. 2)	942	912	822	154
Regular Screening (Additional: Grade 2-4-6)	1475	2129	1153	432
Office Screening	99	124	345	68
Topical Fluoride # of children offered the service	319	105	984	175
# of children who consented to the service provision	98	105	264	48
# of children who received the service through CINOT	67	71	56	0

### Travel Health Clinics

Client Visits	2012	2013	2014	2015
Kirkland Lake	177	307	335	106
New Liskeard	535	531	478	302
Englehart	142	103	157	48

### VACCINE ADMINISTERED

	2011-12	2012-13	2013-14	2014-15
Apr-June				
Influenza	6526	5396	6128	5812
HPV	364	391	451	379
Meningococcal	303	340	284	381

### SEXUAL HEALTH

Client Services	2012	2013	2014	2015
Male Clients	195	216	210	12
Female Clients	2011	1758	1355	90
Contraceptives	2540	2190	1856	218
Plan B	110	79	85	5

### HEALTHY BABIES/HEALTHY CHILDREN

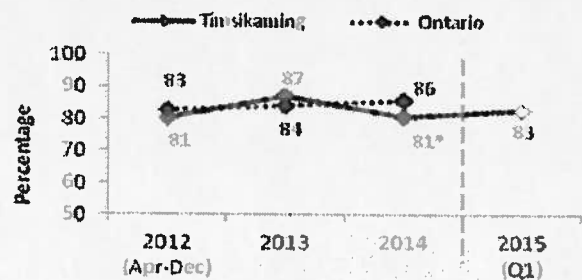
Healthy Babies/ Healthy Children	2012	2013	2014	2015
% of women screened during Pregnancy (target: 25%)	84%	100%	73%	74%
# of family visits by LHV/PHN or joint by LHV/PHN	243	201	175	66

### Number of newborns by quarter

	Q1	Q2	Q3	Q4	Total
2013	72	89	93	83	337
2014	81	76	97	78	332
2015	91				91

Source: PHU-Newborn, BORN Ontario. Accessed Apr 2015.

### Percentage of newborns who received breast milk from the time they were born to hospital discharge



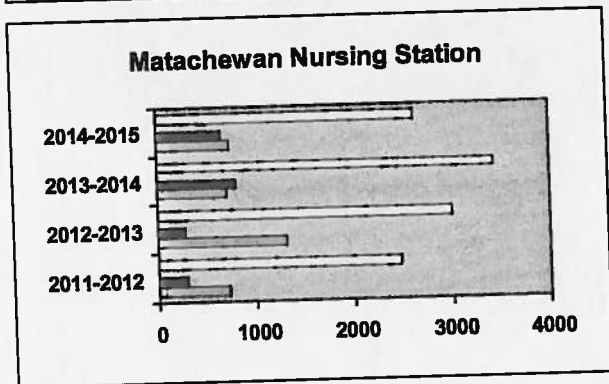
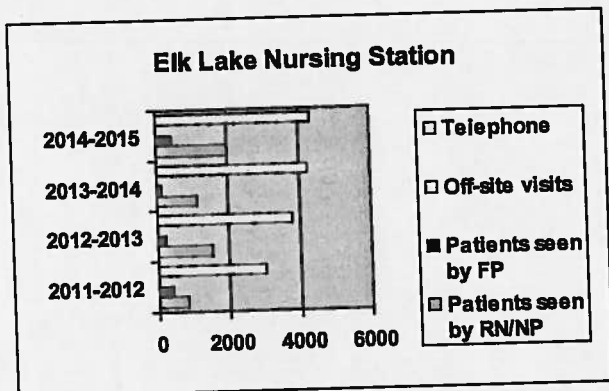
\*Statistically lower than Ontario's rate

-Ontario's rate statistically increased from 2012 to 2014.

-Timiskaming's rate was statistically lower in 2014 than 2013.

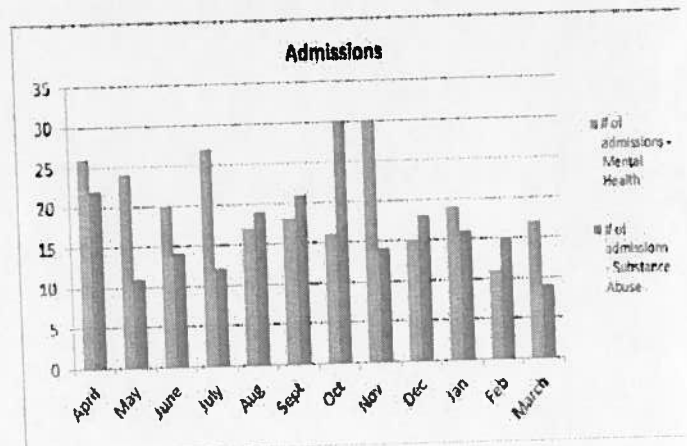
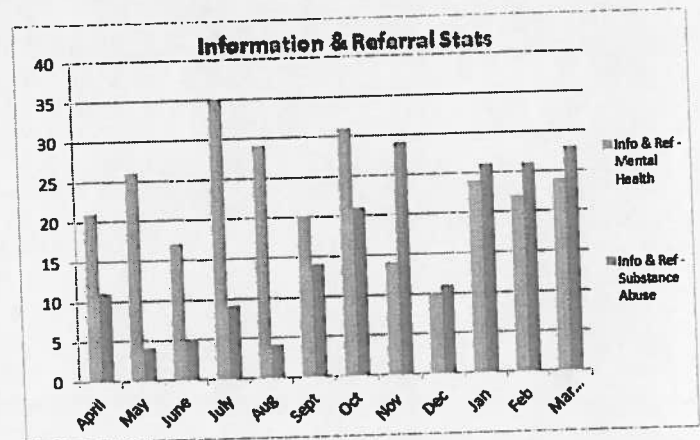
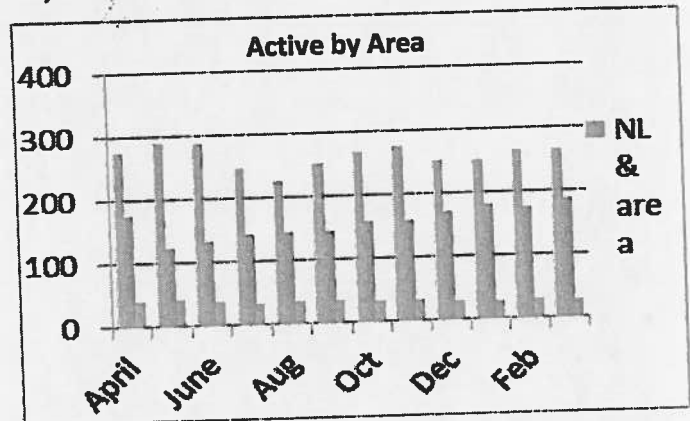
Source: PHU-Newborn, BORN Ontario. Accessed Apr 2015.

## NURSING STATIONS (Apr-March)



## MENTAL HEALTH & ADDICITON SERVICES

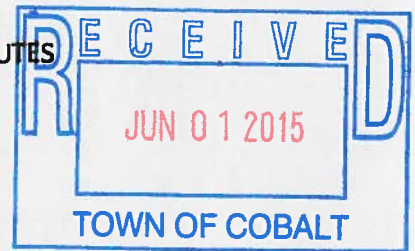
Ryan Peters







## THE TOWN OF COBALT FIREFIGHTERS REGULAR MEETING MINUTES



May 4, 2015

Chief Hearn called the meeting to order @ 19:50

A Roll Call was taken followed with reading of the minutes of the last regular meeting

### Motion #1

Motion by: Steve Cooper

Seconded by: Mike Cadieux

That the minutes of the last meeting be accepted as read.

Carried

The Fire Call Report was read for the Month of April.

### Motion #2

Motion by: Roger Lapointe

Seconded by: Andy Major

That the fire calls reports be accepted as read.

Carried

The Bank report was read for the Month of April.

### Motion #3

Motion by: Ken Pickard

Seconded by: Glen Beairsto

That the Bank Report be accepted as read.

Carried

### Communications

- Mutual Aid meeting to be held May 13<sup>th</sup> in Dymond, discussion about Carbon Monoxide with speaker Chad Harvey
- Letter from Doug Jelly RE : Biker's Reunion to be held June 26-28

### Unfinished Business

- Chief Hearn advised that there will be a vote for the vacant Captain's position at the end of the meeting



## THE TOWN OF COBALT FIREFIGHTERS REGULAR MEETING MINUTES

- Chief Hearn advised that the forms are now on the trucks
- Chief Hearn thanked those Firefighter's who helped out for the Walkathon

### New Business

- Chief Hearn advised that practice night will be held on Monday, May 25<sup>th</sup> due to the holiday on May 18<sup>th</sup>.
- Chief Hearn advised that he is still waiting for budget approval from the Town
- Chief Hearn will attend the Paging Committee meeting on Thursday, May 7<sup>th</sup> to discuss mapping issues and to check on status of having a text system in place for pages
- Chief Hearn handed out the Practice Report to all members for viewing
- Firefighter Louis Quenneville asked about how fire permits are handled. Chief Hearn advised the Firefighter's that all permits are to be acquired through the Town Office
- Vote was held for the vacant Captaincy position. The new Captain is Trevor Neddo and the new Fire Prevention Officer is Kelly Hearn. Motion by Steve Copper to destroy the ballots, seconded by Glen Beairsto. Carried

#### Motion #4

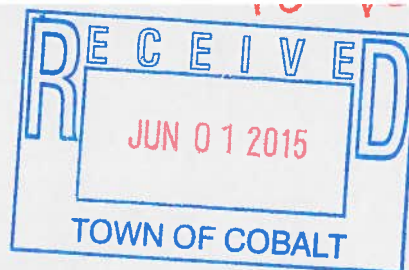
Motion by: Louis Quenneville  
That the meeting be adjourned.  
Carried

Seconded by: Gerry Ouellette

Meeting adjourned at 20:10.



Services de santé de  
**TIMISKAMING**  
Health Unit



## MINUTES

### Timiskaming Health Unit Board of Health

Regular Meeting held on April 1, 2015 at 6:30 P.M.

Timiskaming Health Unit – New Liskeard Boardroom

1. The meeting was called to order at 6:33 p.m.

2. **ROLL CALL**

**Board of Health Members**

Carman Kidd	Chair, Municipal Appointee for Temiskaming Shores
Tony Antoniazzi	Vice-Chair, Municipal Appointee for Town of Kirkland Lake
Sue Cote	Municipal Appointee for Town of Cobalt, Town of Latchford, Municipality of Temagami, and Township of Coleman
Mike McArthur	Municipal Appointee for Temiskaming Shores
Jean-Guy Chamaillard	Municipal Appointee for Town of Kirkland Lake
Sherri Louttit	Provincial Appointee
Kimberly Gauthier	Municipal Appointee for Township of Armstrong, Hudson, James, Kerns & Matachewan
Merrill Bond	Municipal Appointee for Township of Chamberlain, Charlton, Evanturel, Hilliard, Dack & Town of Englehart
Jesse Foley	Municipal Appointee for Temiskaming Shores
Maria Overton	Provincial Appointee ( <i>teleconference</i> )

**Regrets**

Sherry Yee	Municipal Appointee for Township of Larder Lake, McGarry & Gauthier
Audrey Lacarte	Municipal Appointee for Township of Brethour, Harris, Harley & Casey, Village of Thornloe

**Timiskaming Health Unit Staff Members**

Dr. Marlene Spruyt	Medical Officer of Health/Chief Executive Officer
Randy Winters	Manager of Corporate Services
Rachelle Leveille	Executive Assistant

3. **APPROVAL OF AGENDA**

**MOTION #23R-2015**

Moved by: Merrill Bond

Seconded by: Tony Antoniazzi

Be it resolved that the Board of Health adopts the agenda for its regular meeting held on April 1, 2015, as presented.

CARRIED

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

None.

5. **APPROVAL OF MINUTES**

**MOTION #24R-2015**

Moved by: Sue Cote

Seconded by: Jesse Foley

Be it resolved that the Board of Health approves the minutes of its regular meeting held on March 4, 2015, as presented.

CARRIED

6. **BUSINESS ARISING**

a. **Teleconference Attendance**

**MOTION #25R-2015**

Moved by: Tony Antoniazzi

Seconded by: Mike McArthur

Be it resolved that the Board of Health agrees to allow members to attend meetings by teleconference.

CARRIED

b. **Teleconference Attendance – In-camera Session**

**MOTION #26R-2015**

Moved by: Mike McArthur

Seconded by: Merrill Bond

Be it resolved that the Board of Health agrees to restrict the participation of members via electronic means during the in-camera session.

**Recorded Vote:**

**In Favour**

Mike McArthur

Sue Cote

Tony Antoniazzi

Merrill Bond

Jesse Foley

Kim Gauthier

Sherri Louttit

Maria Overton

Carman Kidd

Jean-Guy Chamaillard

**Against**

**Absent**

Sherry Yee

Audrey Lacarte

CARRIED

c. **Teleconference Attendance Rate**

**MOTION #27R-2015**

Moved by: Mike McArthur

Seconded by: Sue Cote

Be it resolved that the Board of Health agrees to reimburse a member who participates in a meeting via electronic at half of the usual rate.

CARRIED

7. **FINANCE SUB-COMMITTEE REPORT**

Minutes of meeting held on February 26, 2015 were distributed for information.

8. **REPORT OF THE MEDICAL OFFICER OF HEALTH/CHIEF EXECUTIVE OFFICER**

**MOTION #28R-2015**

Moved by: Mike McArthur

Seconded by: Merrill Bond

Be it resolved that the Board of Health accepts the report of the Medical Officer of Health/Chief Executive Officer as distributed.

CARRIED

9. **NEW BUSINESS**

None

10. **CORRESPONDENCE**

**MOTION #29R-2015**

Moved by: Sherri Louttit

Seconded by: Tony Antoniazzi

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

- **MOHLTC**: Letter from the Associate Minister to confirm the receipt of THU's resolution regarding electronic cigarettes and notify that it had been forwarded to Premier Wynne.
- **Grey Bruce Health Unit**: Motion to support the Windsor-Essex County Health Unit and to urge the Province of Ontario to amend the regulations of the Safe Drinking Water Act to require community water fluoridations for all municipal water systems (when source-water levels are below the recommended level of .07 mg/L) and further that the governing body that initiates the legislation be responsible for any costs incurred to implement such systems.

CARRIED

11. **IN-CAMERA**

**MOTION #30R-2015**

Moved by: Sue Cote

Seconded by: Jesse Foley

Be it resolved that the Board of Health agrees to move in-camera at 7:40 p.m. to discuss the following matters under section 239 (2):

- a. In-Camera Minutes (Mar.4.2015)

CARRIED

12. **RISE AND REPORT**

**MOTION #31R-2015**

Moved by: Merrill Bond

Seconded by: Tony Antoniazzi

Be it resolved that the Board of Health agrees to rise with report at 7:42 p.m.

**In-Camera Minutes**

**MOTION #32R-2015**

Moved by: Kim Gauthier

Seconded by: Jesse Foley

Be it resolved that the Board of Health approves the in-camera minutes of meeting held on March 4, 2015 as presented.

CARRIED

13. **DATES OF NEXT MEETINGS**

The next Board of Health meeting will be held on May 27, 2015 at 6:30 p.m. in Kirkland Lake.

14. **ADJOURNMENT**

**MOTION #33R-2015**

Moved by: Kim Gauthier

Seconded by: Jean-Guy Chamaillard

Be it resolved that the Board of Health agrees to adjourn the regular meeting at 7:45 p.m.

CARRIED

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Carman Kidd, Board Chair

---

Rachelle Leveille, Recorder

15-96

THE  
**BUNKER**  
**MILITARY MUSEUM**  
COBALT . ONTARIO . CANADA

June 2, 2015

Mayor and Council

Municipal Office


Cobalt, ON P0J 1C0

Dear Madam Mayor and Council Members,

The Bunker Military Museum Board of Directors is very dismayed at the receipt of your letter dated May 26, 2015 regarding the cancellation of insurance on our Bren Gun Carrier just as we are beginning our busy season.

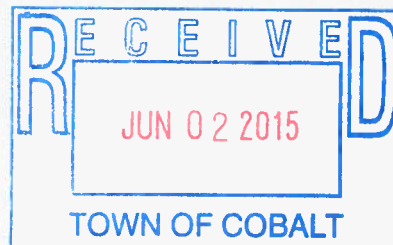
We request an audience with you at the next Cobalt Council Meeting, being held on Tuesday, June 9, 2015, to discuss the enclosed information and while doing so, we request that you reconsider your decision for the betterment of The Bunker Military Museum, and the Town of Cobalt as a whole, allowing us all to work together to enhance our municipality by drawing tourists to our community.

Sincerely,



Marg Harrison, Chair

Board Of Directors



Silver Street, P. O. Box 848, Cobalt, ON P0J 1C0  
705-679-5191

## **RAMIFICATIONS OF COUNCILS DECISION NOT TO COVER CARRIER INSURANCE**

The Board of the Bunker Military Museum wishes to pass on to Council the ramifications of their decision not to include the Bren Gun Carrier in the town fleet for insurance coverage. Our financial picture this coming season is extremely precarious.

In 2013, The Board decided to restore the carrier in order to create a bigger unique draw to the museum and have a big ticket item to generate much needed revenue. We have to fund raise or earn through sales every penny of the costs to run a museum with the exception of the utility costs which the town would have to pay anyway if the museum closes.

Thousands of volunteer man hours, thousands of dollars of donations most of which was in kind requesting no publicity, 2 local grants and \$2,500 of Bunker funds went in to making the carrier rides a reality. All this for naught. With no insurance, the carrier must remain in Harrison's garage.

This was the year that we would actually start to make some money from it and we needed to. Our fall/Christmas fund raising fell short by \$2,000 from 2013. With careful budgeting, we could weather that hit.

To this end we invested in the marketing necessary to start the season and attract riders and visitors.

Expenditure	Cost	# of Riders to cover cost
Tem Speaker Visitor's Guide	\$429.92	21.5
Tem Speaker Mother's Day	\$237.28	12
Le Reflet What to Do Guide	\$350.75	17.5
Biker's Reunion **	\$581.85	29
Supplies for Bikers (approx.)	\$700.00	35
<b>TOTAL</b>	<b>\$2299.80</b>	<b>115</b>

\*\*We are seeking sponsorship for the Biker's Reunion costs. This was to be a one time marketing expense.

The carrier netted \$550.00 in the very short shakedown season of 2014. If The Bunker takes out insurance on our own, it will cost us \$2,000.00 – another 100 riders before profit. We do not have the resources to pay it.

This left us very tight financially. But, we were confident that the carrier revenues would generate enough income to rebuild our finances. Not enough to hire an intern, but we would keep working towards that goal.



Then in May, Coleman Tp . donated \$1500.00 to The Bunker for this year. We had always used their previous years \$3500.00 grant to fully cover our student costs over and above the student grant. The grant does not cover the full summer season 7 days a week operation, so besides our share of the grant, we also have to pay another full pay period out of pocket. It requires 3 students plus managerial supervision and Board volunteers to maintain a 7 day operation to the requirements of the grant. This means we would have to secure a loan to cover most of the payroll until the interim grant payment arrives in August. Pat Anderson volunteered to use RIF savings to do this. But, with no hope of making enough money without carrier revenues to pay back the loan, this is out of the question.

We have already signed the student agreement and hired the students. How we will make payroll, we don't know. Dan Larocque volunteered to cut his hours and we reluctantly agreed. Legally, he still has to be an employee because he is the supervisor of record in the grant agreement. If we cancel this agreement, we will never get student grants again.

We could have squeaked through with the donations loss and the Coleman Grant loss replacing that money with carrier revenues. We wouldn't have made any financial headway, but we would have survived. Without the carrier, we have no way to cover upcoming commitments.

We were informed in late May that we do not qualify for Ontario governments operating grants because we do not have at least one full time employee. A \$1500.00 grant was suggested to us, but that would only help to upgrade museum displays without yielding one penny of staff dollars or revenue.

Two other financial commitments are looming. Two local grant and 2 charitable donations were received this spring to upgrade our computers. We missed out on applying for a grant in both 2013 and 2014 because we did not have the technological capability to access and complete the applications. We still have to buy the programming to make these computers functional. We also have an upcoming bill for \$1500.00 +tax to bring the CHIN grant website online this summer. This is a 5 year contracted agreement.

Even if we survive this financial crisis, there will be many long term ramifications. Without the carrier on the road, those companies that supported us aren't going to be willing to invest in The Bunker a second time since their first efforts were essentially wasted. The local funding agencies will also see their grants wasted. The government funding agencies will also be leary of further investments, not only to The Bunker, but to other Cobalt tourism initiatives.

The businesses on Silver St. will also suffer if the museums are not there to draw people to them.

**Total Loses:**

**\$2,000.00 – fund raising**

**\$2099.80 – advance costs**

**\$2,000.00 Coleman for students**

This is a \$6,000.00 set back. Simply advancing our monthly grant will not help in the long run. Yes, we will be able to make payroll, but there will be no money left to pay utilities after that because we will not have had the expected income from the carrier. To date this season, we have lost 4 weeks of potential revenue, including two groups that toured the museum and this week have had to turn down another large group booking. Our revenue losses are starting to snowball.

The Board of Directors will be issuing a press release following this council meeting.



**The Board of Directors**

**The Bunker Military Museum**

15-98

## **DISTRICT SCHOOL BOARD ONTARIO NORTH EAST**

☐ **Schumacher Board Office**

**Street Address:**

153 Croatia Avenue, Schumacher, ON P0N 1G0

**Mailing Address:**

P.O. Box 1020, Timmins, ON P4N 7H7

Tel: (705) 360-1151

Fax: (705) 268-7100

☐ **New Liskeard Board Office**

**Mailing and Street Address:**

198022 River Road

R. R. #1

New Liskeard, ON P0J 1P0

Tel: (705) 647-7394

Fax: (705) 647-9212

May 2015

**To: The Mayor and Council**

**Re: Request for meeting  
with representatives of District School Board Ontario North East**

District School Board Ontario North East Trustees are requesting a meeting with their local councils to discuss school board concerns and future direction.

As you are aware, school board Trustees are charged with the responsibility of ensuring the best available educational opportunities for students and with being stewards of the public funds provided for educational purposes by the Ministry of Education.

Communication between school boards and councils has deteriorated over recent years. Too often changes proposed by the school board come as a surprise to municipal councils creating unnecessary conflict and misunderstanding and impacts to municipal planning.

The purpose of this meeting is not to seek the direction of the municipal council, but to engage in a mature discussion of current educational conditions and to provide council with an understanding of the Board's Capital Planning intent in relation to schools in the coming years. From this discussion may emerge new opportunities for community use of schools or the development of community hubs. It is hoped that there will also emerge a clearer understanding of the challenges being faced by most school boards across Ontario.

This request is supported by recent changes made by the Ministry of Education in the Community Planning and Partnership Guide. (DSB Ontario North East ***Community Planning and Partnerships Policy 2.2.2*** is attached).

As many communities are often served by the same school, several councils may be invited to join the same meeting.

Your local Trustee will contact the clerk for a suitable date. Could you please advise which is most convenient for your council?

Sincerely,



DSB Ontario North East Trustee



**DISTRICT SCHOOL BOARD  
ONTARIO NORTH EAST**

## **Policy No. 2.2.2**

**Section: School Accommodation Review**

**Related References: Education Act**

**Ontario Regulation 444/98**

**Appendices:**

**Approved: May 19, 2015**

**Revised:**

**Review Date:**

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### **TITLE: Community Planning and Partnerships**

#### **1.0 Rationale:**

The purpose of the Community Planning and Partnerships Policy is to encourage school boards to reach out to the community organizations to share planning information on a regular basis. Particularly, boards are encouraged to ensure that additional efforts are made to share information with community organizations prior to commencing a pupil accommodation.

The sharing of information will allow school boards and other entities to work together to the benefit of boards, students and the community, and to optimize the use of public assets owned by school boards. This policy is intended to assist boards in establishing more facility partnerships, and to support effective planning with community partners regarding land-use and green space/ park planning.

The policy also focuses on opportunities to share facilities with community partners when building new schools and undertaking significant renovations, when considering the use of unoccupied space in schools, and when considering properties associated with schools that may close and sites that may be considered for future disposition.

School boards' primary responsibility is to support the achievement and safety of students. Within that context, the intent of this policy is to:

- Reduce facility operating costs for school boards and government;
- Improve services and supports available for students;
- Strengthen relationships between school boards and community partners and the public;
- Maximize the use of public infrastructure through increased flexibility and utilization; and
- Provide a foundation for improved service delivery for communities.

#### **2.0 Definitions:**

#### **3.0 Policy:**

District School Board Ontario North East adopts the policy on Community Planning and Partnerships, promoting cooperation and collaboration relationships between school boards and community organizations as part of the strong foundation to a sustainable publicly-funded education system.

## **PROCEDURES:**

### **Administrative Regulation**

#### **1.0. Role of School Boards**

School Boards have the authority to make decisions regarding their school facilities and the use of their properties that are consistent with the Education Act. Boards will identify which schools will or will not be suitable for facility partnerships based on board- determined criteria.

The board will follow Ontario Regulation 444/98 regarding the lease or sale of surplus assets, including schools or parts of schools. The board has the authority to co- build with other entities and to enter into a variety of facility partnerships through license or joint use agreement as defined in paragraph 44 of subsection 171 (1) , paragraph 4 of subsection 172.1. (2), and sections 183, 194 and 196 of the Education Act, with Ministry approval in some instances. Boards may choose to enter into license or joint use agreements for space that is unused but not surplus.

#### **2.0. School Board Planning and Broader Community Objectives**

The Ministry recognizes that encouraging community planning and facility partnerships will be most effective when community partners work with School boards and notify them in a timely manner when they are looking for space or considering new construction.

2.1. School boards must have a capital plan that addresses the future needs of their students. The areas of enrolment growth and decline should be presented. The plans should include enrolment projections, school capacity, renewal needs, potential consolidations and the construction of new schools or additions, including significant renovations.

2.2. In this planning process, boards will forecast where new schools or additions may be needed; which schools will remain well-utilized; which open and operating schools may have unused space; and which schools may be candidates for consolidation or closure. This information will assist boards in identifying the facilities that may be suitable for facility partnerships with respect to new construction and unused space in schools and in administrative buildings. It also provides an opportunity to consider community partners.

2.3. School board must share their planning information with the community partners so that external entities may have sufficient time to respond to the presented opportunities. The board must also include information related to the CPP policy and discussions with community organizations in school information profiles when undertaking the accommodation review process.

2.4. When unused space is declared surplus, boards will continue to follow the circulation process as defined in O. Reg. 444/98. Where the unused space in open and operating schools is not surplus, but available for partnerships, or where the partnership opportunity involves new construction, the information will be provided to potential partners through the notification process as outlined in section 4 in this policy.

#### **3.0. Community Planning and Partnerships**

3.1 The school board is responsible to determine what facilities are suitable and not suitable for facility partnerships, what entities are suitable and not suitable partners, and when to enter into a partnership. These decisions to share must be made in a way that is well- informed, well-coordinated, transparent and consistent with student achievement and safety.

3.2. Boards will develop criteria to identify Community Partners:

3.2.a Principles and criteria regarding eligibility of partner(s);

- Partnership operations, of the shared portion, must not jeopardize the health and safety of the students;
- Partner(s) must be able to fund their own upgrades to their shared portion;
- Partner(s) must have approval of the Board to any changes to their leased portion;
- Partner(s) must sign a lease that clearly defines expectations of the partnership for both parties.

3.2.b How available space will be selected;

- Surplus space to student enrolment

3.2.c What entities will be selected for the notification;

- Municipalities
- Agencies
- Co- terminus boards
- District Social Services Administration Board
- Consolidated Ministry Services Managers
- Public Health Boards & Local Health Integration networks
- Children's Mental Health Centres

3.2.d How notification to partners of space and construction;

- Formal letter
- Website

3.2.e How entities will be selected for partnerships, including prioritization, if applicable.

- Co- terminus boards
- Other Ministry divisions
- Municipalities
- Day cares
- Agencies

3.3. Criteria regarding eligibility of partners, will take into consideration the value of the partnership to students. The criteria will incorporate the following requirements:

3.3.a Health and safety of students;

3.3.b Appropriate partnership for a school setting;

3.3.c Student achievement strategy must not be compromised;

3.4. Entities that provide competing education services such as tutoring services, JK-12 private schools or private colleges, and credit offering entities that are not government-funded, are not eligible partners;



3.5 Facility sharing between publicly funded school boards through co-ownership, lease or other agreements remains a priority. Board facility partnerships should not disadvantage co-terminus boards that have priority status under O. Reg. 444/98.

#### **4.0. Procedure for CPP Notification**

4.1. Surplus space being offered for sale or lease will continue to follow the circulation processor as outlined in O. Reg. 444/98. Non- surplus space will follow a new notification process similar to O. Reg. 444/98.

4.2. DSB Ontario North East will post information on the website regarding our intention to build new schools and to undertake significant renovations and information regarding unused space in open and operating schools and administrative buildings that is available for facility partnerships. This information will be updated at least once a year in case space in existing schools, and as needed in the case of co- building opportunities. The information posted will contain the name of the contact person for further information.

4.3. DSB Ontario North East will inform entities from their notification list when key information regarding community planning or facility partnerships is changed. The notification list will address:

4.3.1 at a minimum the entities listed in O. Reg. 444/98 Disposition of Surplus Real Property, and will specifically include:

4.3.1a All applicable levels of municipal government ( single, upper, lower tiers);

4.3.1b Applicable District Social Services Administration Board(s) or Consolidated Municipal Service Boards;

4.3.1c Applicable Public Health Boards, Local Health Integration Networks and Children's Mental Health Centres.

4.3.2 the Board may prioritize the list as it sees fit;

4.3.3 if requested child care operators or government-funded organizations will be added to the list.

#### **5.0. Annual CPP Meeting**

5.1. DSB Ontario North East will hold at least one meeting per year to discuss potential planning partnership opportunities with the public and community organizations.

5.2. DSB Ontario North East will notify the entities on their notification list and general public about the annual meeting.

5.3. At the annual CPP meeting, DSB Ontario North East will clearly request that organizations prepare to bring relevant planning information, including but not limited to, population projections, growth plans, community needs, land-use and green space requirements.

5.4. The board will receive and listen to what needs or plans the community partners may have.

5.5. The board will formally document the invitation list and those in attendance at the annual meeting with the minutes posted to the website.

5.6. The CPP meeting may be a stand-alone meeting or may be held as a part of a scheduled board meeting.

#### **6.0. School Board Planning Prior to a Pupil Accommodation Review**

6.1. In addition to the annual CPP, the board will continue discussions with affected municipalities and other community organizations as they explore options to address under-utilized space issues in schools within specific areas of the board. The discussions will inform proposals that Administration may present to the Board of Trustees, including recommendations to undertake a pupil accommodation review process.

6.2. At the discussions with the community organizations, DSB Ontario North East will obtain a clear indication of any community planning and partnership opportunities in areas where a pupil accommodation review may take place.

6.3. DSB Ontario North East will request technical information from local municipalities where a planned pupil accommodation review will occur. This technical information is to be specified by the school board and can include population and future development projections in the area.

#### **7.0 Co- building with Community Partners**

7.1 The construction of new school, additions and renovations represents a significant public investment in a long-term asset. It is an opportunity to leverage other infrastructure investments by co-building with entities that provide services and programs for children, their families and the broader community.

7.2. As part of the planning process, when the board is considering a new school or undertaking a significant addition or renovation will notify the entities on their notification list 1 to 3 years prior to the potential construction start date. The information, on plans and site, provided will be as detailed as possible to support potential partners' consideration.

7.3. The notification will be supported by a board resolution but does not have to identify the source of funding or Ministry approval when they notify their partners.

7.4. The board will evaluate any expressions of interest and can select a partner based on criteria of this policy. The Ministry's Approval may be required depending on the Education Act.

7.5. Partnerships agreements cannot be finalized until both the board and the partners have an approved source of funding. Any request for Ministry funding and request for transfer from reserve approvals are expected to reflect that boards have solicited interests from partners.

7.6. The board and facility partners will have ownership of their respective portions of the facility, where the portions are sizeable.

7.7 DSB Ontario North East will encourage community partners to provide notification to provide to the board when community partners have proposals or plans to build their own new facilities. This information should be provided to the board when the facility partnership-related public meetings are being held.



7. 8. The Ministry has deadlines related to student accommodation needs and funding parameters therefore, the board will expect 10 working days' written notification if the community / entity is to be a potential partner.

#### **8.0. Sharing Unused Space in Existing School with Community Partners**

8.1. The school board will review under-utilized open and operating schools and administrative facilities for their suitability for partnership, based on the previous criteria outlined. The starting point will be facilities that have been 60 percent utilized or less for two years, and then will extend their review to other potentially suitable facilities.

8.2. The criteria for partnerships in schools must consider issues related to safety, student achievement and pupil accommodation strategies, zoning and site use restrictions, facility conditions, the configuration of space and the ability to separate the space used by partners from the space used by students, among other factors.

8.3. When space is both suitable for facility partnerships and is available for the long- term, the board will consider declaring the space surplus and circulating it for lease through O. Reg. 444/98.

8.4. When it is both suitable for facility partnerships but not surplus to the board needs, the board will follow the notification process outlined in this policy. This notification will be followed by board resolution.

8.5. DSB Ontario North East will provide information about the available space including size, location, facility amenities and any required renovations.

#### **9.0. Partnership Agreements and Cost- Recovery**

9.1. The school board is responsible for providing clear instructions to potential partners regarding their rights and responsibilities as tenants, including maintenance standards and the applicability, or the lack thereof, of board user policies, including accessibility and the inclusiveness policies. The school board will be responsible to ensure that proper legal agreements respect the Education Act and the board's rights.

9.2. DSB Ontario North East will not take on additional costs to support facility partnerships, and will continue to use their discretion in supporting partnerships based in their student achievement strategy.

9.3. On a cost-recovery basis, the fees charged to partners will cover the operations and capital cost, including administrative costs and property taxes (if applicable), to the board for the space occupied by the partner. Additional costs to perform minor renovations to protect student safety, provide appropriate washrooms, and otherwise make the space for suitable use by facility partners must be borne by the partner. These financial expectations will be made clear to potential partners in the agreements.

9.4. In co-building, partners will be required to pay for and finance their share of construction, including a proportional share of joint-use or shared space. The board portion must be constructed within the Ministry space and funding benchmark.

15-99

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

Thursday, May 21st, 2015  
Council Chambers, Township of Armstrong  
Earlton, Ontario

**Attendance:** Pauline Archambault, Morgan Carson, Debbie Veerman, Marc Robillard,  
Doug Metson, Barbara Beachey, Bryan McNair, Ron Vottero, Ken Laffrenier,  
George Daviau (Armstrong Twp.) Harold Cameron, Sheila Randell

**Guests:** Darlene Wroe (Speaker), Claude Daviau and Peggy Harrison (TRACC),  
Mike Romuin (KL Drag Races), representatives from TRACC and KL Drag Races,  
D. Nackers (Armstrong Twp. Councillor)

**Regrets :** Danny Whalen

**Absent :** Charlie Codd, Robert Ethier, Representatives from Cobalt and James Twp.

**1. Welcome - Meeting called to order**

Moved by: Doug Metson

Seconded by: Barbara Beachey

BE IT RESOLVED THAT "the meeting of May 21st, 2015, be called to order  
at 7:00 p.m. by Acting Chairman, Marc Robillard."

Carried

**2. Attendance was taken.**

**3. Approval of Agenda**

Moved by: Barbara Beachey

Seconded by: Doug Metson

BE IT RESOLVED THAT "the Agenda be approved as presented."

Carried

**4. Minutes of last Meeting**

Moved by: Doug Metson

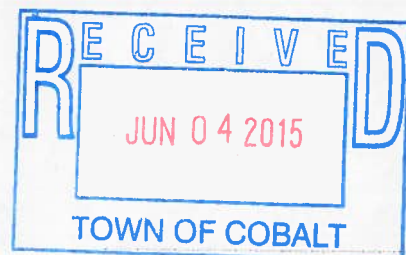
Seconded by: Barbara Beachey

BE IT RESOLVED THAT "the Minutes of the meeting held April 16th, 2015, be adopted  
as presented."

Carried

**5. Errors or Omissions**

There were no errors or omissions.



**6. Business Arising from the Minutes**

Claude Daviau representing TRACC drag races, gave a presentation and requested that the MSB reverse their decision and allow the drag races to proceed this year at the Airport. Peggy Harrison (TRACC) and Mike Romain (KL Drag Race Club) also presented information, and their very strong feelings on how important this event is for families involved and effect on the economy.

Moved By : Ken Laffrenier

Seconded By : Morgan Carson

BE IT RESOLVED THAT "the Joint Municipal Services Board (MSB) open discussion regarding TRACC using the Airport for Drag Races in 2015"

Carried

Moved By : Debbie Veerman

Seconded By : Morgan Caron

WHEREAS "TRACC requested use of the Airport for drag races in 2015";

AND WHEREAS "the MSB passed a motion at the regular meeting April 16, 2015 "that air ambulance service is very important, therefore the Airport will not be closed for drag races this year, and going forward";"

AND WHEREAS "TRACC has requested this decision be revisited, and has brought forward a presentation to the MSB";

THEREFORE:

BE IT RESOLVED THAT "the Joint Municipal Services Board (MSB) - rescind their motion of April 16, 2015, and allow TRACC to use the Airport facilities August 6, 7, 8, 9, and 10, 2015, for the usual percentage of fees and conditions, as set out in the lease agreement. Proof of \$5,000,000. liability insurance and an Emergency Response Plan to be provided 60 days prior to the event."

Carried

Moved By : Ken Laffrenier

Seconded By : Morgan Carson

WHEREAS "TRACC has requested use of the Airport for grass drag races July 4, 2015"

BE IT RESOLVED THAT "the Joint Municipal Services Board (MSB) agrees that TRACC be able to use the grass strip beside Runway 16-34 to hold grass drag races July 4, 2015. (one day event only).

Carried

**7. Closed Session**

There was no Closed Session.

**8. Committee Reports**

**(i) Finance Committee**

Moved by: Morgan Carson

Seconded by: Pauline Archambault

BE IT RESOLVED THAT "the report of the Finance Committee for the month of April 2015 be adopted as presented and be attached hereto forming part of these Minutes.

Carried

**(ii) Property and Maintenance Committee Report**  
No Report

**(iii) Human Resources Committee**  
No Report

**9. Correspondence**

Moved by: Ron Vottero

Seconded by: Bryan McNair

BE IT RESOLVED THAT "the Correspondence for April 2015 be filed."

Carried

**10. Manager's Report**

Moved by: Bryan McNair

Seconded by: Ron Vottero

BE IT RESOLVED THAT "the Manager's Report for the month of April 2015, be adopted as presented, and attached hereto forming part of these Minutes."

Carried

**11. Chairman's Remarks/Report**

No Report

**12. Any Other Business:**

Harold advised the Board that a single-point fueler has been purchased as per motion passed April 16, 2015.

Armstrong Twp. representative, George Daviau, was questioned regarding the invoice that was re-submitted to the Township for Harold's hours spent cleaning up water, and George advised that "the decision should be reversed", and that the Township "will have to pay it".

**13. Adjournment**

Moved by: Morgan Carson

Seconded by: Ken Laffrenier

BE IT RESOLVED THAT "this meeting be adjourned - 8:58 p.m. The next meeting will be held June 18th, 2015 at 7:00 p.m. at Armstrong Council Chambers.

Carried

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Chair

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Secretary

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

Thursday, April 16th, 2015  
Council Chambers, Township of Armstrong  
Earlton, Ontario

**Attendance:** Pauline Archambault, Morgan Carson, Danny Whalen, Debbie Veerman,  
Doug Metson, Barbara Beachey, Bryan McNair, Charlie Codd, Ron Vottero,  
Robert Ethier, Ken Laffrenier, Harold Cameron, Sheila Randell,  
and Guests - George Daviau (Armstrong Twp.) and Darlene Wroe (Speaker)

**Regrets :** Marc Robillard

**Absent :** Representatives from Cobalt and James Twp.

**1. Welcome - Meeting called to order**

Moved by: Bryan McNair

Seconded by: Doug Metson

BE IT RESOLVED THAT "the meeting of April 16th, 2015, be called to order  
at 7:00 p.m, by Acting Chairman, Ron Vottero."

Carried

**2. Attendance was taken.**

**3. Approval of Agenda**

Moved by: Doug Metson

Seconded by: Bryan McNair

BE IT RESOLVED THAT "the Agenda be approved as presented."

Carried

**4. Minutes of last Meeting**

Moved by: Bryan McNair

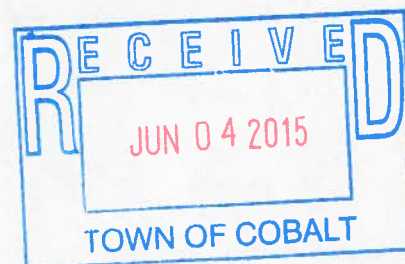
Seconded by: Doug Metson

BE IT RESOLVED THAT "the Minutes of the meeting held March 19th, 2015, be  
adopted as presented."

Carried

**5. Errors or Omissions**

There were no errors or omissions.





**6. Business Arising from the Minutes**

(a) Regarding Resolution from March 19th, 2015 meeting that "the MSB invoice the Twp. of Armstrong for hours spent cleaning up water and escorting technicians for repairs on hangar for a total of 63 hours at Harold's hourly rate.";

and being advised that Twp. of Armstrong declines to pay Invoice #6072 in the amount of \$1,869.84 for the above mentioned hours;

Moved by : Pauline Archambault

Seconded by : Barbara Beachey

BE IT RESOLVED THAT "MSB re-issue the invoice to the Twp. of Armstrong for services provided and attach all documents corresponding to the invoice for clarification for services provided after hours".

Members voting for this motion: Charlie Codd, Ken Laffrenier, Barbara Beachey, Pauline Archambault, Morgan Carson, Bryan McNair, Ron Vottero.

Members voting against this motion: Robert Ethier, Debbie Veerman, Doug Metson, Danny Whalen.

Carried

(b) Pauline Archambault had requested a breakdown on employee benefits. In the Manager's Report for March 2015, Harold explains the breakdown. It was agreed the budget should be adjusted to bring the budgeted amount to correct percentage. Harold to look after this.

**7. Closed Session**

There was no Closed Session.

**8. Committee Reports**

**(i) Finance Committee**

Moved by: Barbara Beachey

Seconded by: Bryan McNair

BE IT RESOLVED THAT "the report of the Finance Committee for the month of March 2015, be adopted as presented and be attached hereto, forming part of these Minutes."

Carried

**(ii) Property and Maintenance Committee Report**  
No Report

**(iii) Human Resources Committee**  
No Report

**9. Correspondence**

Moved by: Doug Metson

Seconded by: Barbara Beachey

BE IT RESOLVED THAT "the Correspondence for March 2015 be filed."

Carried

**10. Manager's Report**

Moved by: Doug Metson

Seconded by: Barbara Beachey

BE IT RESOLVED THAT "the Manager's Report for the month of March 2015, be adopted as presented, and attached hereto forming part of these Minutes."

Carried

**11. Chairman's Remarks/Report**

No Report

**12. Any Other Business:**

(a) Harold received a letter from TRACC requesting the use of the Airport runway August 7, 8 and 9, 2015 for their drag races, and also on July 4, 2015 for grass drag races.

Moved by : Barbara Beachey

Seconded by : Pauline Archambault

BE IT RESOLVED THAT "the MSB has agreed that air ambulance service is very important, therefore the Airport will not be closed for drag races this year, and going forward".

Carried

(Requested that Harold advise TRACC of this decision.)

(b) There is a requirement for a Single Point fueler;

Moved by : Doug Metson

Seconded by : Bryan McNair

BE IT RESOLVED THAT "the MSB approve Harold to get 3 quotations on the purchase of a single point fueler, and purchase from the lowest source."

Carried

(c) Harold advised the Board that the Generator Building needs the roof fixed badly. Robert Ethier said that the Twp. of Armstrong will look into this.

(d) Robert Ethier advised the Board that the Township currently has 3 offers on the table for the purchase of the hangar. His council hopes to make a final decision on Wednesday, April 22, 2015 regarding the sale. When the time comes for negotiations, the MSB maintenance representative will be requested to attend.



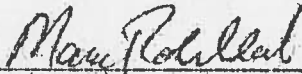
13. **Adjournment**

Moved by: Doug Metson

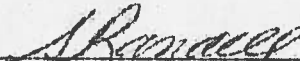
Seconded by: Barbara Beachey

BE IT RESOLVED THAT "this meeting be adjourned - 8:26 p.m. The next meeting will be held May 21st, 2015 at 7:00 p.m. at Armstrong Council Chambers.

Carried



Chair



Secretary

# EARLTON-TIMISKAMING REGIONAL AIRPORT APRIL 2015

## REVENUE

	<u>ACTUAL</u>	<u>YTD</u>
Fuel	\$16,902	\$37,439
Operations	\$7,687	\$182,526
	<hr/>	<hr/>
	\$24,589	\$219,965

## EXPENSES

Fuel	\$13,134	\$25,918
Operations	\$19,074	\$81,695
Capital Expenses	\$0	\$0
	<hr/>	<hr/>
	\$32,208	\$107,613

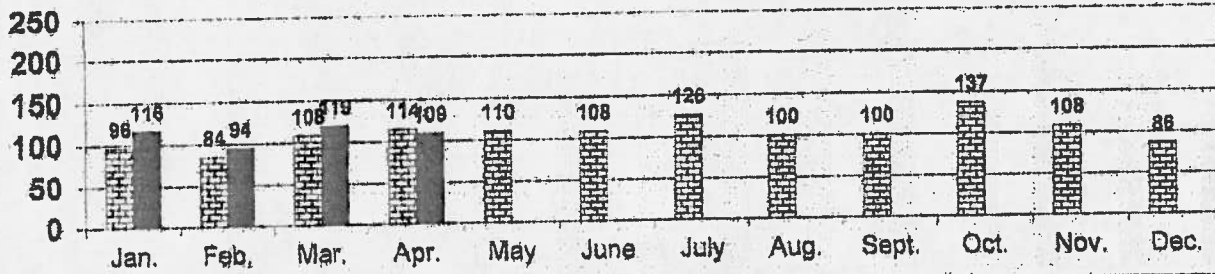
## NET PROFIT/LOSS

Fuel	\$3,768	\$11,521
Operations	-\$11,387	\$100,831
Capital Expenses	\$0	\$0
	<hr/>	<hr/>
	-\$7,619	\$112,352

<u>FUEL INVENTORY - JET A1</u>	\$ 3,558
<u>FUEL INVENTORY - AVGAS</u>	\$ 3,478
<u>FUEL INVENTORY - DIESEL</u>	\$ 3,250

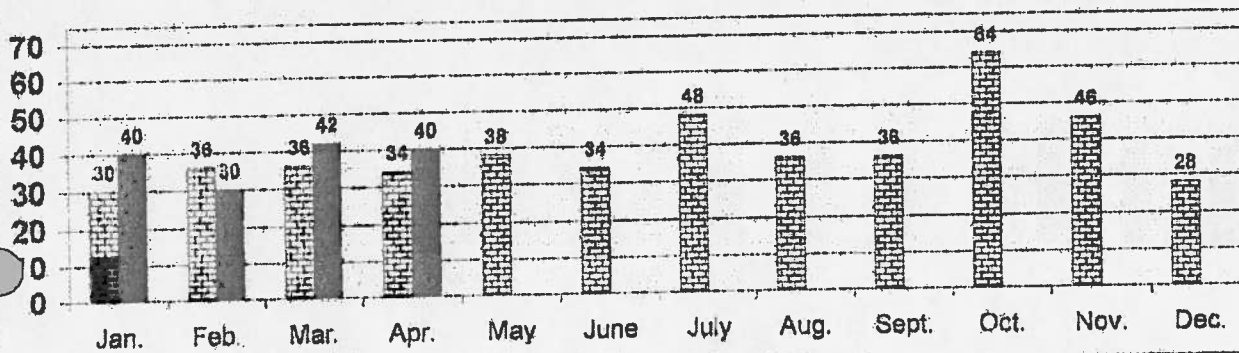
### Air Carriers Movements

2014  
2015



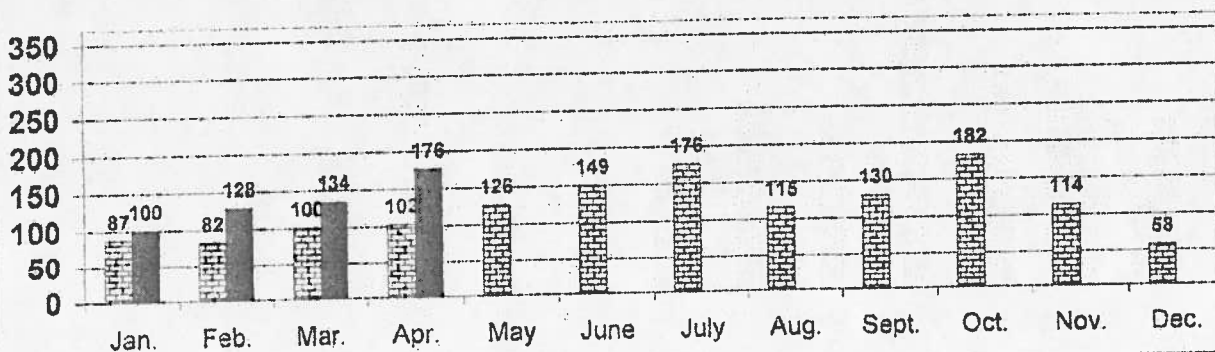
### Air Ambulance Movements

2014  
2015



### # Pgrs. via Air Charter

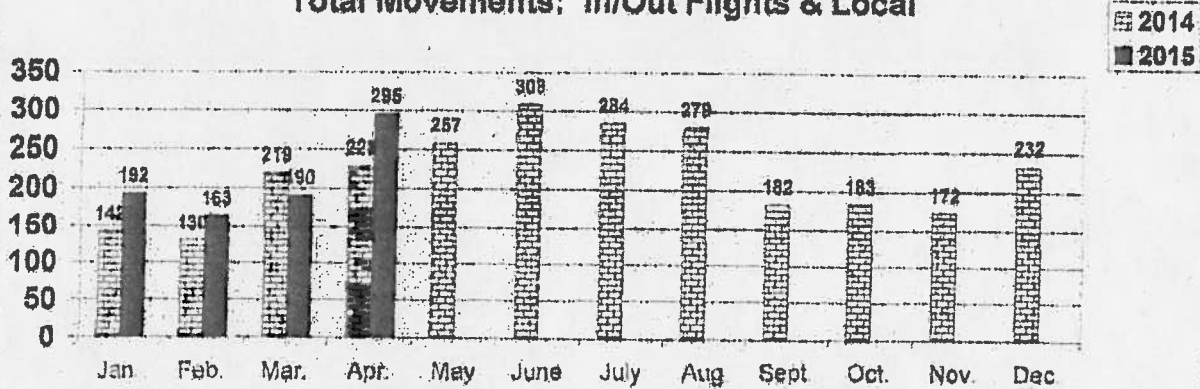
2014  
2015



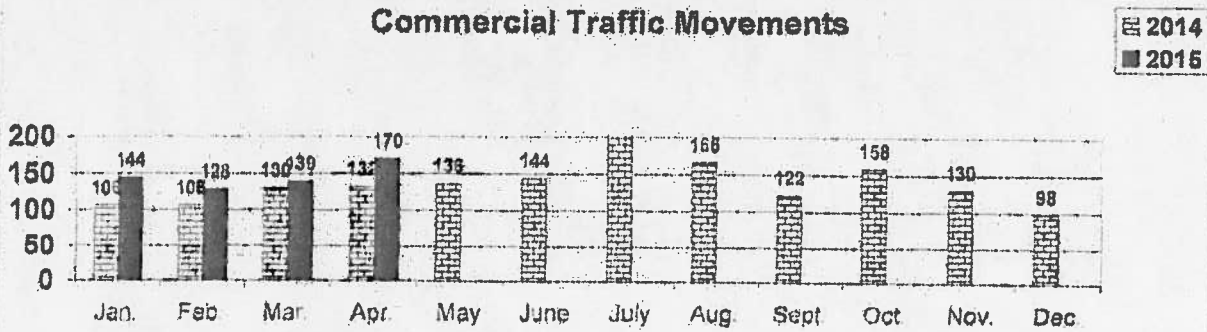
# ANNUAL AIRCRAFT MOVEMENTS

AS OF APRIL 30, 2015

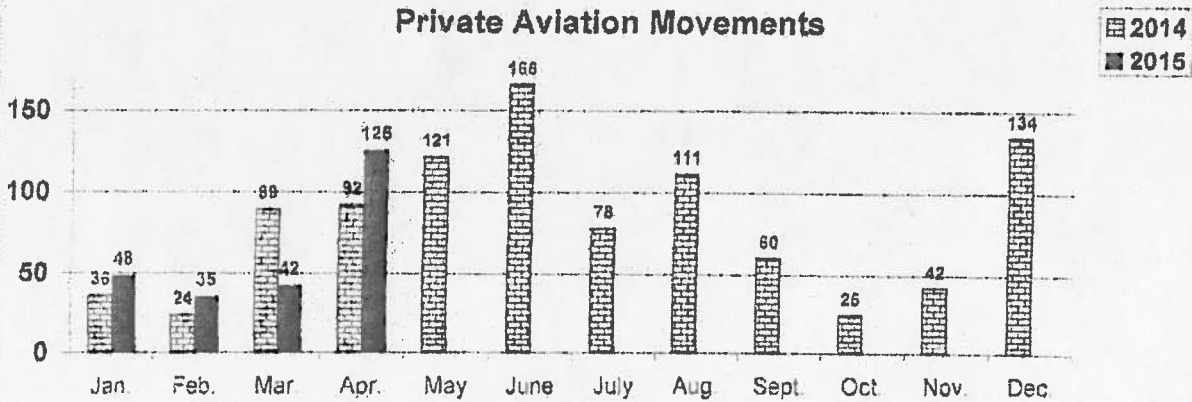
## Total Movements: In/Out Flights & Local



## Commercial Traffic Movements



## Private Aviation Movements



## MANAGER'S REPORT APRIL 2015

### Aerial Seeding:

Three airplanes from General Airspray participated in this year's aerial tree seeding application. They bought 1203 litres of Avgas from us and rented a car, hotel rooms, and bought meals in town.

### Tiger 334:

Although it was good to see the Super Cubs that drop in to do the seeding, their visit this year was overshadowed by the visit of "Tiger 334" from 424 Transport and Rescue Sqdn., 8 Wing, CFB Trenton, RCAF. This C-130 Hercules arrived on Saturday afternoon 11 April. Our fuel supplier had just topped up our fuel, and the truck was standing by. We attached our extra hose and coupled up the single-point nozzle that they had loaned us. We uploaded as much Jet A1 as we could (approx. 3600 litres) before the crew had to shut down because of duty time. The truck refilled our tank and left to return to Sudbury. On Sunday morning the crew returned and we pumped our full tank into the Herc. for a total sale of 7494 litres, not quite the 8000 they had requested. We issued a NOTAM that no Jet A1 would be available until 4 PM Monday.

This was the largest single fuel up since the jets left our Airport in 2008. There was a huge write up in the media with fantastic pictures of our TemSAR group working with the SARtechs by Darlene Wroe. Local people also got a tour of the aircraft on Sunday morning.

### Drag N' Fly:

At the last MSB meeting I presented a request from the TRACC (Temiskaming Rod and Custom Club) that I had received earlier that day. They requested use of the runways for two events in 2015. After discussion, a motion was passed that the request would not be granted, and that I would write a letter to TRACC informing them of this decision. This also made the newspaper headlines.

Harold Cameron  
Earlton-Timiskaming Regional Airport Manager

**Community Contribution Summary**  
**2015 Sharing Contribution**  
**Per Capita Contribution - \$7.95**

<b>Community</b>	<b>Population</b>	<b>Contribution</b>	<b>Paid</b>
Armstrong	1265	\$10,057	\$10,057.00
Casey	374	\$2,973	\$1,486.50
Chamberlain	346	\$2,751	\$1,375.50
Charlton and Dack	670	\$5,327	
Cobalt	1103	\$8,769	
Coleman	531	\$4,221	\$4,221.00
Englehart	1546	\$12,291	\$12,291.00
Evanturel	464	\$3,689	
Harley	526	\$4,182	\$4,182.00
Williard	227	\$1,805	\$1,805.00
Hudson	457	\$3,633	\$3,633.00
James	474	\$3,768	\$3,768.00
Temiskaming Shores	10125	\$80,494	
Thornloe	110	\$875	\$875.00
<b>Total Contributions</b>	<b>18218</b>	<b>\$144,833</b>	<b>\$43,694.00</b>

**Donation**

Kerns	349	\$2,775	
<b>Total Contributions</b>		<b>\$147,608</b>	<b>\$43,694</b>

As of May 14, 2015



The Town of Cobalt  
18 Silver Street, Box 70  
Cobalt Ontario, Canada P0J 1C0

June 1, 2015

Dear, Mayor and Council

Lakeview Signs is writing in response to the letter emailed by Candice Bedard May 1<sup>st</sup> 2015 regarding the **"Request for Proposal - CD-RFP-001- 2014 The Corporation of the Town Of Cobalt Fabrication and Installation of Signage."**

I have thoroughly read the letter and I am not in agreement with the information and explanation given to my inquiry. Therefore I would still like to speak at the next council meeting June 9<sup>th</sup> 2015 to explain why I do not approve of the information provided concerning the **"Request for Proposal - CD-RFP-001- 2014 The Corporation of the Town Of Cobalt Fabrication and Installation of Signage."**

I look forward to your response via email to [lakeviewsigns@gmail.com](mailto:lakeviewsigns@gmail.com) with a date and time to speak about my inquiry to the Mayor and Council. Please see the attached agenda on the next page for my presentation.

Regards,

Rose Belanger  
Owner Lakeview Signs

## **Town of Cobalt Town - Meeting June 9<sup>th</sup> 2015**

### **Agenda:**

**As a business owner in Cobalt, I would like to discuss why I wasn't the successful candidate. I will be addressing the following concerns and how they are equal to the competitor:**

- **Qualifications**
- **Experience**
- **Materials**
- **Quality**
- **Risk**
- **Price**

**Conclusion: I would like the council to know that I am more than qualified and I am at a loss to understand why I wasn't the successful candidate to receive the job. I would like to ensure that all parties are advised of the process that was at hand. Also to ensure that this practise does not happen again for future candidates.**

**Rose Belanger  
Owner Lakeview Signs**





**THE CORPORATION OF THE  
TOWN OF COBALT**

**BY-LAW NO. 2015-015**

---

**Being a by-law to prohibit, regulate and control discharges into bodies of waters within town boundaries or into the town sanitary sewers, storm sewers, sanitary sewage works and all tributary sewer systems.**

---

**WHEREAS** pursuant to the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, the Town of Cobalt may pass by-laws regarding services delivered by the Town;

**AND WHEREAS** the Town provides services within the limits of the Town in the areas of collection of sanitary sewage, collection of storm water and other drainage from land, sewage treatment, among other areas;

**AND WHEREAS** pursuant to the *Environmental Protection Act*, R.S.O. 1990, c. E.19, s. 6 (1), no person shall discharge into the natural environment any contaminant, and no person responsible for a source of contaminant shall permit the discharge into the natural environment of any contaminant from the source of contaminant, in an amount, concentration or level in excess of that prescribed by the regulations.

**AND WHEREAS** pursuant to the *Ontario Water Resources Act*, R.S.O. c.0-40, any person which discharges, deposits, causes, or permits the discharge or deposit any material of any kind into any well, lake, river, pond, spring, stream, reservoir or other water or watercourse that may impair the spring, stream, reservoir or other water or watercourses is guilty of an offence;

**AND WHEREAS** pursuant to the *Municipal Act, 2001*, Section 87, the Town may enter on land, at reasonable times, to inspect the discharge of any matter into the sewage system and may conduct tests and take samples;

**AND WHEREAS** Town Council is desirous of passing a By-law to address such services;

**NOW THEREFORE** the Council of the Corporation of the Town of Cobalt hereby enacts as follows:

1. That Council hereby adopts a “*Sewage System Use By-Law*” identified as Schedule “A”, hereto attached and forming part of this by-law.
2. That this by-law shall come into force and effect upon final passing thereof.
3. That the CAO of the Town of Cobalt is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or

descriptive nature or kind to the by-law and schedules as may be deemed necessary  
after the passage of this by-law.

**READ a TIME** this 9th day of June, 2015.

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MAYOR

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CAO

## **SEWAGE SYSTEM USE BY-LAW**

### **SCHEDULE "A" TO BY-LAW 2015-015**



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## SECTION 1- TITLE, APPLICATION AND SCOPE

### 1.1 Short Title

This By-Law shall be cited as the "Sewage System Use" By-Law.

### 1.2 Application

The Provisions of this By-Law shall apply to all properties within the geographic limits of the Town of Cobalt.

### 1.3 Scope of By-Law

The scope of this By-Law is to prohibit, regulate and inspect the discharge of any gaseous, liquid or solid matter into land *drainage works*, private branch drains and connections to any sewer, sewer system or *sewage works* for the carrying away of domestic *sewage* or *industrial* wastes or both, whether connected to a treatment work or not.

### 1.4 Conflicts

Where a provision of this By-Law conflicts with a provision of another By-Law in force in the Town of Cobalt; the provisions that establish the higher standard shall prevail in order to protect the health, safety and welfare of the general public.

When any provision of this By-Law is declared invalid for any reason by a court of competent jurisdiction, the remainder of this By-Law shall continue to be in force.

An invalid provision will not operate to void the entire By-Law.

## SECTION 2 - DEFINITIONS

For the purpose of this By-Law, the definitions and interpretations given in this section shall govern.

**2.1 ACUTE HAZARDOUS WASTE CHEMICAL** means an acute hazardous waste chemical within the meaning of Ont. Reg. 347, as amended from time to time, as made under the Environmental Protection Act, R.S.O.1990;

**2.2 ADVERSE IMPACT** means impairment of or damage to the environment, human health, safety or property;

**2.3 AMALGAM SEPARATOR** means any technology, or combination of technologies, designed to separate amalgam particles from dental operation wastewater;

**2.4 BEST MANAGEMENT PRACTICES (BMP):** means an integrated plan to control and reduce the release of restricted and prohibited waste into the sewage system to a practicable extent, through methods including physical controls, pre-treatment processes, operational procedures and staff training;

**2.5 BIOCHEMICAL OXYGEN DEMAND** means the quantity of oxygen utilized in the biochemical oxidation of organic matter in five (5) days at twenty (20) degrees Celsius as determined in accordance with Standard Methods and expressed in milligrams per litre;

**2.6 BIOMEDICAL WASTE** means biomedical waste as defined in the Ontario Ministry of Energy and Environment Guideline C-4 entitled "The Management of Biomedical Waste" dated April 1994, as amended from time to time;

- 2.7 BIOSOILDS** means the organic solid materials recovered from the wastewater treatment process;
- 2.8 BLOWDOWN WATER** means re-circulating water that is discharged from a cooling or heating system for the purpose of controlling the level of water in the system or for the purpose of discharging from the system materials contained in the system, the further build-up of which would or might impair the operation of the system;
- 2.9 BUILDING CODE ACT** means the Building Code Act, 1992, S.O. 1992, c.23, as amended, or any successor legislation thereto;
- 2.10 BUILDING DRAIN** means the horizontal piping, including any vertical offset, that conducts wastewater, clear water waste or storm water to a building sewer;
- 2.11 BUILDING PERMIT** means a document that is issued pursuant to the Building Code Act, 1992, S.O. 1992, Chapter 23 as amended and the Building By-Law or any successor by-Law, which authorizes work regulated by the Ontario Building Codes Act to be done;
- 2.12 BUILDING SEWER** means that part of a drainage system outside a building commencing at a point one (1) meter from the outer face of the wall of the building and connecting the building drain to a municipal sewer or place of disposal of wastewater;
- 2.13 BY-LAW ENFORCEMENT OFFICER** means a Compliance Officer, Police Officer, By-law Enforcement Officer, Special Constable and any other public officer engaged in the enforcement of this or any other law;
- 2.14 CLEAR WATER WASTE** means any water, including water from a public water works, to which no matter has been added;
- 2.15 COLOUR OF A LIQUID** means the appearance of a liquid from which the suspended solids have been removed as determined in accordance with Standard Methods;
- 2.16 COMBINED SEWER** means a sewer for the collection and transmission of clear-water waste, wastewater and storm water;
- 2.17 COMBUSTIBLE LIQUID** means a liquid that has a flash point not less than 37.8 degrees Celsius and not greater than 93.3 degrees Celsius;
- 2.18 COMMERCIAL** means those activities that are principally for either the sale of goods or the provision of services, or both;
- 2.19 COMPLIANCE OFFICER** means a person authorized by the Town to carry out observations and inspections and take samples as prescribed by this By-Law;
- 2.20 COMPOSITE SAMPLE** means a volume of sewage, storm water, uncontaminated water or effluent made up of two or more grab samples that have been combined automatically or manually and taken at intervals during the sample period;
- 2.21 CONNECTION or DRAIN** means that part or those parts of any pipe or system of pipes leading directly to a sewage system;
- 2.22 COOLING WATERS** means water that is used in a process for the purpose of removing heat and that has not come into contact with any raw material, intermediate product, waste product or finished, but does not include blowdown water;
- 2.23 CROSS-CONNECTION** means sewer connection that connects to the municipal sanitary sewer system to convey non-domestic wastewater, and includes foundation drains, rain water leaders and internal property drains;

- 2.24 DENTAL AMALGAM** means a dental filling material consisting of an amalgam of mercury, silver and other materials such as copper, tin or zinc;
- 2.25 DIRECTOR OF PUBLIC WORKS / DIRECTOR** means the Director of the Public Works Department of the Town of Cobalt or his/her authorized deputy, agent or representative;
- 2.26 DISCHARGER** means an individual, association, partnership, corporation, management or control of a plant, sewage, storm water, uncontaminated water or any combination thereof, to which this By-law applies;
- 2.27 DOMESTIC WASTEWATER** means wastewater released from non-institutional, non-commercial and non-industrial premises as a result of normal human living activities;
- 2.28 DRAINAGE WORKS** means the stormwater collection and disposal system;
- 2.29 DWELLING** means one or more self contained rooms provided with sleeping and cooking facilities, intended for domestic use;
- 2.30 FIXTURE** means a receptacle, appliance, apparatus, piping system, floor drain or other device that releases or discharges sewage;
- 2.31 FLOW MONITORING POINT** means an access point to the building drain, building sewer, private drainage system or sewer service for the purpose of:
- (i) measuring the rate or volume of wastewater, storm water, clear-water waste and subsurface water being released from the premises; and
  - (ii) collecting representative samples of the wastewater, storm water, clear-water waste and subsurface water being released from the premises
- 2.32 FUEL** means alcohol, gasoline, naptha, diesel fuel, fuel oil or any other ignitable substance intended for use as a fuel;
- 2.33 GRAB SAMPLE** means a portion of the discharge from, or deposit to, the sewage works taken at one particular time and place;
- 2.34 GROUND WATER** means water in a saturated zone or stratum beneath the earth's surface accumulating as a result of seepage;
- 2.35 HAULED INDUSTRIAL WASTE WATER** means any industrial waste, which is transported to and deposited into any location in the sewage works excluding hauled sewage within the meaning of O. Reg. 347 under the Environmental Protection Act, R.S.O. 190;
- 2.36 HAULED LIQUID WASTE** means sewage that is suitable for treatment in a sewage works and is transported to a sewage works for disposal and includes hauled sewage;
- 2.37 HAULED SEWAGE** means waste removed from a sewage system including a cesspool, a septic tank system, a privy vault or privy pit, a chemical toilet, a portable toilet, or a sewage holding tank but does not include sludge removed from wastewater treatment plants;
- 2.38 HAZARDOUS INDUSTRIAL WASTE** means a material that is a hazardous waste within the meaning of O. Reg. 347, as amended from time to time under the Environmental Protection Act, R.S.O. 1990;
- 2.39 HAZARDOUS WASTE CHEMICAL** means a material that is a hazardous waste chemical within the meaning of O. Reg. 347, as amended from time to time under the Environmental Protection Act, R.S.O. 1990;
- 2.40 IGNITABLE WASTE** means a substance that;
- (i) is a liquid, other than an aqueous solution containing less than 24per cent alcohol by volume and has a flash point less than 93 C (degrees Celsius), as

determined by the Tag Closed Cup Tester (ASTM D-56-97a), the Setaflash Closed Cup Tester (ASTM D-3827- 97 or ASTM D-3278-96e1), the Pensky-Martens Closed Cup Tester (ASTM D-93-97), or as determined by an equivalent test method;

(ii) Is a solid and is capable, under standard temperature and pressure, of causing fire through friction, absorption of moisture or spontaneous chemical change and, when ignited, burns so vigorously and persistently that it creates a danger;

(iii) Is an ignitable compressed gas (Class 2, Division D) as defined in the regulations under the Transportation of Dangerous Goods Act, 1992, as amended; or

(iv) Is an oxidizing substance (Class 5, Division 1 and 2) as defined in the regulations under the Transportation of Dangerous Goods Act, 1992, as amended.

**2.41 INDUSTRIAL** means those activities that are principally for the processing of materials or the manufacturing, assembling, servicing, repairing, storing or transporting of materials, goods or equipment;

**2.42 INDUSTRIAL WASTEWATER** means wastewater released from institutional, commercial or industrial premises;

**2.43 INDUSTRY** means any owner or operator of industrial, institutional or commercial premises from which there is a discharge of any matter directly or indirectly into a Town sanitary sewer, storm sewer or combined sewer;

**2.44 INSTITUTIONAL** means those activities that are principally for the provision of community, educational, religious, cultural or recreational services;

**2.45 INTERCEPTOR** means a receptacle designed and installed to remove specific substances from wastewater or storm water under a predefined range of operational parameters including, but not limited to, flow rate and specific gravity;

**2.46 MAINTENANCE ACCESS HOLE** means an access point in a private sewer connection to allow for observation, sampling and flow measurement of sewage, uncontaminated water or storm water therein;

**2.47 MUNICIPAL SEWER OR MUNICIPAL SEWER SERVICE** means that part of the sewage systems that is within the municipal right-of-way or within an easement in favour of the Town;

**2.48 MUNICIPAL SLUDGE** means the semi solid material that is a by-product of municipally owned water and /or wastewater treatment facilities;

**2.49 MUNICIPALITY** means The Corporation of the Town of Cobalt;

**2.50 OWNER** means any person who is registered under the Land Titles Act as the owner of land, or any other person who is in lawful possession thereof or who is in lawful possession or occupancy of any buildings situated thereon;

**2.51 PATHOLOGICAL WASTE** means pathological waste within the meaning of O. Reg. 347, as amended from time to time, made under the Environmental Protection Act, R.S.O. 1990 or any material which may be designated in writing by the Chief Medical Officer of Health;

**2.52 PCB** means any monochlorinated or polychlorinated biphenyl or any mixture of them or mixture that contains one or more of them;

**2.53 PCB WASTE** means a PCB waste within the meaning of O. Reg 352, as amended from time to time, made under the Environmental Protection Act, R.S.O. 1990;

**2.54 PERMIT** means a permit issued by the Director of Public Works pursuant to this



By-Law;

- 2.55 PERSON** means any individual, business or corporation, or employee of a corporation or business;
- 2.56 PESTICIDE** means a pesticide regulated under the Pesticide Act, R.S.O. 1990;
- 2.57 pH** means the logarithm to the base 10 of the reciprocal of the concentration of hydrogen ions in grams per litre of solution as determined in accordance with Standard Methods;
- 2.58 PHENOLIC COMPOUNDS** means those hydroxy derivatives of benzene, or its condensed nuclei, which can be identified by the 4-Aminoantipyrine method in accordance with Standard Methods as set out in the most current edition of Standard Methods for the Examination of Water and Wastewater;
- 2.59 POLLUTION PREVENTION** means the use of processes, practices, materials, products, substances or energy that avoid or minimize the creation of pollutants and wastes at the source;
- 2.60 PRE-TREATMENT FACILITY** means one or more treatment devices designed to remove sufficient matter from wastewater or stormwater to allow compliance with effluent limits established in this By-Law;
- 2.61 PREMISES** means any land or building or both or any part thereof;
- 2.62 PRIVATE DRAINAGE SYSTEM** means a privately owned assembly of pipes, fittings, fixtures, traps and appurtenances, including the building sewer and building drain, that is used to convey wastewater, clear-water waste, stormwater or foundation drainage to a sewer service or a private wastewater disposal system;
- 2.63 PRIVATE SEWER LATERAL** means a privately owned part of a sewage system outside a building commencing at a point one (1) meter from the outer face of the wall of the building and connecting the building sewer to a municipal sewer or place of disposal of wastewater;
- 2.64 PRIVATE WASTEWATER DISPOSAL SYSTEM** means a privately owned sewage system;
- 2.65 REACTIVE WASTE** means a substance that:
- (i) is normally unstable and readily undergoes violent changes without detonating;
  - (ii) reacts violently with water;
  - (iii) forms potentially explosive mixtures with water;
  - (iv) when mixed with water, generates toxic gases, vapours or fumes in a quantity sufficient to present danger to human health or the environment;
  - (v) is a cyanide or sulphide bearing waste which, when exposed to pH conditions between 2 and 12.5 can generate toxic gases, vapours or fumes in a quantity sufficient to present danger to human health or the environment;
  - (vi) is capable of detonation or explosive reaction if it is subject to a strong Initiating source or if heated under confinement;
  - (vii) is readily capable of detonation or explosive decomposition or reaction at standard temperature and pressure; or
  - (viii) is an explosive (Class 1) as defined in the regulations under the Transportation of Dangerous Goods Act, R.S.O. 1992, as amended.
- 2.66 RELEASE** means to directly or indirectly conduct matter to the sewage system, wastewater treatment facility or watercourse by spilling, discharging, disposing of, abandoning, depositing, leaking, seeping, pouring, draining, emptying, or by

- any other means;
- 2.67 SANITARY SEWER** means a sewer for the collection and transmission of wastewater;
- 2.68 SERVICE CONNECTION** means the point where a private drainage system is joined to a municipal sewer service;
- 2.69 SEWAGE** means any liquid waste containing animal, vegetable or mineral matter in solution or in suspension, except uncontaminated water and referred to at times as WASTEWATER;
- 2.70 SEWAGE WORKS** means a sewage system and all associated pumps, rising mains, gravity mains, air release valves, screens, overflows, associated infrastructure and wastewater treatment plant;
- 2.71 SEWER** means a pipe, conduit, drain, open channel, ditch or watercourse for the collection and transmission of sewage, storm water, and /or uncontaminated water, or any combination thereof;
- 2.72 SEWAGE OR SEWAGE SYSTEM** means any system of sewers used for the collection, transmission, treatment and disposal of sewage, storm water or uncontaminated water, including a combined sewer, sanitary sewer or storm sewer, or any part of such works, but does not include plumbing or other works to which regulations made under clause 75(3)(a) of the Ontario Water Resources Act, R.S.O. 190.c.O.40. (OWRA) applies;
- 2.73 SPILL** means a direct or indirect discharge into the sewage works, storm sewer or the natural environment which is abnormal in quantity or quality in light of all the circumstances of the discharge;
- 2.74 STANDARD METHODS** means a procedure set out in Standard Methods for the Examination of Water and Wastewater published jointly by American Public Health Association, American Water Works Association and Water Pollution Control Federation, current at the date of testing, or a procedure approved by an analyst of the Ministry of the Environment;
- 2.75 STORM SEWER** means a sewer for the collection and transmission of storm water, subsurface water and clear water waste;
- 2.76 STORMWATER** means water from rainfall or other natural precipitation or from the melting of snow or ice;
- 2.77 STORMWATER MANAGEMENT FACILITY** means an impoundment and appurtenant structures, connections and controls for containment, detention or retention of storm water and its delayed release at a controlled rate to the receiving storm sewer system or watercourse;
- 2.78 SUBSURFACE DRAINAGE PIPE** means a pipe that is installed underground to intercept and convey subsurface water, and includes foundation drains;
- 2.79 SUSPENDED SOLIDS** means solid matter in or on a liquid which matter is removable by filtering;
- 2.80 SWIMMING POOL** means a structure which is located on or in or above the ground and which is capable of containing an artificial body of water for swimming, wading, diving or recreational bathing with a water depth of 0.6 metres or more at its deepest point;
- 2.81 TOTAL KJEDAHN NITROGEN (TKN)** means the measure of both ammonia and organic forms of nitrogen. Both of these forms of nitrogen are present in nitrogenous organic detritus from natural biological activities. Organic nitrogen is present in proteins, amines, urea, etc. TKN is used as an indicator of sanitary

water quality. Ammonia and organic nitrogen are important for assessing available nitrogen for biological activities;

**2.82 TOTAL PAH'S** means the total of all polycyclic aromatic hydrocarbons:

anthracene, Benzo(a)pyrene, Benzo(a)anthracene, Benzo(e)pyrene, Benzo(b)fluoranthene, Benzo(j)fluoranthene, Benzo(k)fluoranthene, Benzo(g, h, l)perylene, chrysene, dibenzo(a,h)anthracene, dibenzo(a,l)pyrene, dibenzo(a,j)acridine, 7H-dibenzo(c,g)carbazole, fluoranthene, indeno(1,2,3-c,d)pyrene, perylene, phenanthrene, and pyrene;

**2.83 TOWN** means the Corporation of the Town of Cobalt;

**2.84 UNCONTAMINATED WATER** means water to which no matter has been added as a consequence of its use, or to modify its use, by any person;

**2.85 USER** means any person, including a trustee, manager or any other person, either individually or jointly with others, owning or occupying any premises and includes any agent, worker, servant or employee of such person;

**2.86 WASTE DISPOSAL SITE LEACHATE** means the liquid containing dissolved or suspended Contaminants that emanates from waste and is produced by water percolating through the waste or by liquid in the waste;

**2.87 WASTEWATER TREATMENT FACILITY** means any structure or facility used for the physical, chemical, biological or radiological treatment of wastewater, and includes sludge treatment, biosolids storage and disposal facilities;

**2.88 WATERCOURSE** means:

(i) the bed and shore of a creek, stream, river, marsh, swamp, lagoon, lake or other natural body of water; or

(ii) a canal, ditch, reservoir, stormwater management facility or other man-made surface feature whether it contains or conveys water continuously or intermittently.

**2.89 WATERS** means a well, lake, river, pond, spring, stream, reservoir, artificial watercourse, intermittent watercourse, or other water or watercourse

### SECTION 3 SANITARY SEWERS

#### 3.1 General

The *Town* shall operate and maintain the *sewage system*.

3.1.1 No *person*, except for the employees or agents of the *Town*, shall construct, within a *Town* right-of-way, any sewer or sewer service, except in accordance with a servicing agreement or contract between the *person* and the *Town*.

3.1.2 No *person* shall uncover, enter, make any connections with or opening into, use, alter, disturb or conduct any work, except for removal of blockages within the sewer service, in any *municipal sewer* or appurtenances thereto, including support trestles, without approval from the *Director of Public Works*.

3.1.3 *Private drainage systems* shall be installed to the *service connection* by the *owner* and at the expense of the *owner* pursuant to a permit from the *municipality*.

#### 3.2 New or Existing Sewer Service Connections

3.2.1 A written request must be submitted to the *Director of Public Works* whenever

connection to a new or existing sewer service is required, accompanied by such plans and engineering reports as may be required.

- 3.2.2 An owner or his/her authorized agent, who is applying for a municipal permit to,
- construct a new or replacement building; or
  - construct an addition to an existing building; or
  - construct an outdoor parking or storage area; or
  - disconnect a building from a private wastewater disposal system and to connect to the municipal sewage system;
  - must make a written request to connect to the municipal sewage system.
- 3.2.3 The municipality may refuse to approve the installation of a new sewer service or the connection to an existing sewer service:
- a) if capacity, as determined by the Director of Public Works, is not available in the municipal sewer;
  - b) until the applicant has provided facilities and means to control the rate of release into the municipal sewer and to store the volume in excess of the rate of release on the premise, all as directed by the Director of Public Works; or
  - c) if the soil, subsoil or groundwater on the site is known or is found to contain contamination in contravention of Town By-Laws or Provincial or Federal acts, regulations or guidelines which may enter or adversely affect the sewage system.

### 3.3 *Inspection of New or Existing Sewer Service Connections*

3.3.1 A written request must be submitted to the Director of Public Works for inspection and testing, prior to covering the pipes, whenever connection to a new or existing sewer service is completed.

### 3.4 *Sewer Service Connection only to Properties Adjacent to Sewage System*

Except as otherwise provided herein, the municipality will approve a sewer service only to those properties which abut a municipal right-of-way in which a municipal sewer exists.

3.4.1 Sewer service connections may be approved to connect to municipal sewers within easements in favour of the municipality where physical access to the services located in the easement and across the adjoining property will be unobstructed and suitable as determined by the Director of Public Works.

### 3.5 *Discharge or Deposit into Sanitary Sewer*

3.5.1 No persons shall discharge directly or indirectly or deposit or cause or permit the discharge or deposit of sewage into a sanitary sewer, combined sewer, municipal or private sewer connection to any sanitary sewer or combined sewer or sewage system in circumstances where:

3.5.1.1 To do so may cause or result in:

- a health or safety hazard to a person authorized by the Town or the Director of Public Works to inspect, operate, maintain, repair, or otherwise work on a sewage works; or
- an offence under the Ontario Water Resources Act (R.S.O. 1990) or the Environmental Protection Act (R.S.O. 1990), as amended from time to time, or any regulation made thereunder from time to time; or
- biosolids from the sewage works to which the sewage discharges, either directly or indirectly, to fail to meet the objectives or criteria listed in the Ministry of the

Environment publication entitled "Guideline for the Utilization of Biosolids and other Wastes on Agricultural Land" dated March 1996, as amended from time to time; or

- interference with the operation or maintenance of a sewage works, or which may impair or interfere with any sewage treatment process; or
- a hazard to any person, animal, property or vegetation; or
- an offensive odour to emanate from a sewer or a sewage works, and without limiting the generality of the foregoing, sewage containing hydrogen sulphide, carbon disulphide, other reduced sulphur compounds, amines, or ammonia in such quantities as may cause an offensive odour; or
- damage to a sewage works; or
- an obstruction or restriction to the flow in sewage works.

3.5.1.2 The sewage has one or more of the following characteristics:

- a pH of less than 6.0 or greater than 10.5; or,
- two or more separate liquid layers; or
- a temperature of greater than 60°C (degrees Celsius).

3.5.1.3 The sewage contains:

- a) acute hazardous waste chemicals; or
- b) combustible liquid; or
- c) dyes or coloring materials that may or could pass through a sewage works and discolor the sewage works effluent; or
- d) fuel; or
- e) hauled sewage, except where:
  - (i) the carrier of the hauled sewage has a certificate of approval or a provisional certificate of approval issued under the Environmental Protection Act (R.S.O. 1990) or is exempt from the requirement to have a certificate of approval or provisional certificate of approval; and
  - (ii) a copy of the most recent certificate of approval or provisional certificate and any amendment is provided to the Town Engineer; and
  - (iii) the carrier has entered into a discharge agreement with the Town to discharge wastewater into the Town's sanitary sewer system as set out in Section 9; or
- f) hauled industrial wastewater, except where:
  - (i) the carrier of the hauled industrial waste water has a certificate of approval or a provisional certificate of approval issued under the Environmental Protection Act (R.S.O. 1990) or is exempt from the requirement to have a certificate of approval or provisional certificate of approval; and
  - (ii) a copy of the most recent certificate of approval or provisional certificate and any amendment is provided to the Town Engineer; and
  - (iii) the carrier has entered into a discharge agreement with the Town to discharge waste water into the Town's sanitary sewer system as set out in Section 9; and
  - (iv) the source of the hauled industrial waste water has entered into a surcharge agreement with the Town if applicable as set out in Section 8; and
  - (v) hauled wastewater meets the conditions set out in Clauses 23(3)(c) and 25(5)(b) of O. Reg. 347 R.R.O. 1990 as amended from time to time;

or

- g) hazardous industrial waste; or
- h) hazardous waste chemicals; or
- i) ignitable waste; or
- j) pathological waste; or
- k) PCB's; or
- l) pesticides; or
- m) reactive waste; or
- n) waste radioactive prescribed substances; or
- o) waste disposal site leachate, except where:
  - (i) it has been deemed that the leachate is treatable by the proponent, the Town and the Town's operator and the operator is willing to accept the wastewater for treatment; and
  - (ii) the proponent has written approval from the Director of Public Works to discharge the leachate into the Town's sanitary sewer system prior to any discharge, subject to any limitation that may be imposed in granting such approval.

3.5.1.4 The sewage contains a concentration, expressed in milligrams per litre, in excess of any one or more of the parameter limits set in Table 1.

- 3.5.2 The provisions of Section 3.5.1.4 do not apply where:  
the discharge is in accordance with an extra strength surcharge agreement or expressly authorized in writing by the Director of Public Works in accordance with this by-law prior to the discharge; and any fee set by the Town has been paid within 30 days of invoicing.
- 3.5.3 The discharge of storm water, surface water, ground water, non-contact cooling water or uncontaminated water to a sanitary or combined sewer is prohibited unless authorized in writing by the Director of Public Works in accordance with guidelines adopted by the Town from time to time.
- 3.5.4 No person shall discharge of water originating from a source other than the Town water supply directly or indirectly to a sanitary sewer or combined sewer, unless;  
the discharge is expressly authorized in writing by the Director of Public Works in accordance with any guidelines adopted by the Town from time to time, prior to the discharge; and/or the discharge is in accordance with any discharge agreement that has been entered into with the Town; and any fees required to be paid to the Town pursuant to any discharge agreement or extra strength surcharge agreement has been paid within 30 days of the date of the invoice from the Town.
- 3.5.5 The provisions of Section 3.5.1.4 do not apply where:  
the discharge is in accordance with an extra strength surcharge agreement or expressly authorized in writing by the Director of Public Works in accordance with this by-law prior to the discharge; and any fee set by the Town has been paid within 30 days of invoicing.
- 3.5.6 No person shall add water or any other material from any source to sewage for the purpose of dilution to achieve compliance with this By-law and any such added water or material shall be disregarded for the purpose of calculating whether a limit has been complied with.

### *3.6 Removal of Existing Cross-Connections*

No person shall remove an existing cross-connection without the prior consent of the Director of Public Works.

### *3.7 Cross-Connections for New Construction*

No cross-connections shall be allowed for new constructions.

### *3.8 Alterations or Additions to Existing Cross-Connections*

No person shall alter or add to existing cross-connections without prior approval of the Director of Public Works.

3.8.1 A written request must be submitted to the Director of Public Works.

3.8.2 For development or redevelopment of a lot serviced by a combined sewer, the applicant:

- a) shall install separate storm and sanitary private drainage systems to the property line adjacent to the Town right-of-way in which a combined sewer exists; and

b) may either:

- (i) have the separate private drainage systems pipes connected to separate sewer services at the property line; or
- (ii) combine the separate private drainage systems pipes into a single pipe of suitable size and have the single pipe connected to the sewer service at the property line.

3.8.3 Whenever a separate storm sewer becomes available in the Town right-of-way, where an existing combined sewer services premises, the Director of Public Works shall require the connection of the storm portion of the private drain to the storm sewer at the Town's expense.

3.8.4 Lots zoned single family, semi-detached, and duplex housing shall not connect roof leaders to a sewer which drains to a combined sewer except where the lots are adjacent to a river, ravine, or other area where the Town has required the owner to provide a geotechnical report and that report concluded that direct connection of the roof drainage to the sewer is required.

### *3.9 Storm water*

No person shall install or alter any drain or cross-connection that would allow stormwater to enter the municipal sanitary sewer system.

### *3.10 Prohibited Connections*

Despite Section 7.4.5.3.(2) of the Ontario Building Code, no person shall install or alter a foundation drain or subsoil drainage pipe to connect to the municipal sanitary sewer system.

### *3.11 System may not be Extended from One Private Lot to Another*

3.11.1 A private drainage system shall not be extended from one lot to another that are separately titled, unless it is an extension of a sewer service from:

- a municipal sewer in a utility right-of-way or an easement in favour of the Town; and
- a unit titled in common under the Condominium Property Act, with one or more abutting units and used to extend utilities and access to those units.

3.11.2 Upon subdivision of a lot previously serviced with a sewer or sewers:

- a separate sewer or sewers shall be required for each lot created and separately titled after subdivision;
- the private drainage system for each new separately titled lot shall be separated and not inter-connected;
- the surface and roof drainage areas for each new separately titled lot shall be graded to drain to the separate private drainage system;

- new stormwater management facilities shall be installed for each new lot created, if so required by the Director of Public Works; and
- plans and engineering reports must be submitted to the satisfaction of the Director of Public Works.

### *3.12 Responsibility to Maintain Sanitary Sewer Service*

The property owner is responsible for maintaining the sanitary sewer service from his/her building to where the service enters the sewer main except for the following:

- tree roots, anywhere in the service, originating from trees located on Town property or where it is impossible to determine the origin of the tree roots;
- a crushed pipe in the road allowance;
- a frozen pipe in the road allowance.

These exceptions will be the responsibility of the Town and will be corrected by Town forces and charged to an appropriate Town account.

## **SECTION 4 STORM SEWERS**

### *4.1 On-Lot Drainage*

The Owner of commercial, industrial, institutional and multi-family premises other than duplexes shall provide private drainage systems for storm water run-off from roofs, parking areas, storage areas, paved areas and courtyards.

The owner shall have the private storm water drainage system connected to:

- a storm sewer where available, otherwise
- a combined sewer, where a public storm sewer system is not available; or
- a location designated by the municipality, where neither a storm sewer nor a combined sewer is available.

### *4.2 Foundation Drainage System*

4.2.1 The owner shall have the foundation drainage system connected through a foundation drainage sewer, to:

- a storm sewer where it exists with sufficient capacity, or
- a location designated by the Director of Public Works.

4.2.2 Public Works Department may, on receiving an application, authorize connection of the foundation drainage system to the sanitary sewage system where exceptional circumstances prevent compliance with 4.2.1.

### *4.3 Discharge or Deposit into Storm Sewers*

4.3.1 No person shall discharge or deposit or cause or permit the discharge or deposit of matter of any type into a storm sewer, drainage works, well, lake, river, pond, spring, stream, reservoir or other water body or watercourse or municipal or private sewer connection to any storm sewer, in circumstances where:

4.3.1.1 To do so may cause or result in:

- a) interference with the proper operation of a storm sewer or a storm water; or
- b) obstruction or restriction a storm sewer or the flow therein; or



- c) damage to a storm sewer or storm water treatment facility; or
- d) any hazard or other adverse impact to any person, animal, property or vegetation; or
- e) the contravention of a certificate of approval or provisional certificate of approval issued under the *Ontario Water Resources Act* or the *Environmental Protection Act* (Ontario) with respect to storm sewer and/or its discharge; or
- f) having any one or more of the following characteristics:
  - (i) visible film, sheen or discoloration;
  - (ii) two or more separate layers;
  - (iii) a pH than 6.0 or greater than 9.5;
  - (iv) a temperature of greater than 40oC (Degrees Celsius);
  - (v) explosive *matter*, gasoline, benzene, naphtha, fuel oil, solvents or *sewage* containing any of these in any quantity;
  - (vi) *sewage* containing more than 15 milligrams per litre of solvent extractible *matter*;
  - (vii) *sewage* containing coloured *matter*, which *sewage* would require a dilution in excess of four (4) parts of distilled water to one (1) part of such *sewage* to produce a mixture the colour of which is not distinguishable from that of distilled water;
  - (viii) *sewage* of which the *biochemical oxygen demand* exceeds 15 milligrams per litre;
  - (ix) *sewage* containing any *matter* which will not pass through a screen having openings not larger than 3.35 millimetres square (No. 5 standard sieve); or
  - (x) *sewage* that may cause an offensive odour to emanate from a *sewage works*, and without limiting the generality of the foregoing, *sewage* containing hydrogen sulphide, carbon disulphide, other reduced sulphur compounds, amines or ammonia;
- g) containing one or more of the following waste/product types:
  - (i) acute hazardous waste chemicals;
  - (ii) blow down water;
  - (iii) combustible liquid;
  - (iv) floating debris;
  - (v) fuel;
  - (vi) hauled *sewage*;
  - (vii) hauled industrial wastewater;
  - (viii) hazardous industrial waste;
  - (ix) hazardous waste chemicals;
  - (x) ignitable waste;
  - (xi) pathological waste;
  - (xii) PCB's;
  - (xiii) pesticides;
  - (xiv) reactive waste;
  - (xv) severely toxic waste;
  - (xvi) *sewage*;
  - (xvii) waste radioactive prescribed substances;
  - (xviii) waste disposal site leachate;
  - (xix) a substance from raw materials, intermediate or final product, used or produced in, through or from an industrial process; or
  - (xx) a substance used in the operation or maintenance of an industrial site; or

- h) contain E. coli colonies in excess of 200 per 100 mL; or
- i) contain a concentration, expressed in milligrams per litre, in excess of any one or more of the limits established in Table 2.

- 4.3.2 No person shall add water or any other material from any source to storm water for the purpose of dilution to achieve compliance with this By-law.
- 4.3.3 Any such added water or material shall be disregarded for the purpose of calculating whether a limit has been complied with.
- 4.3.4 A discharger shall be required, upon receipt of a Notice from the Director of Public Works, to comply with one or more of the following initiatives addressing storm water discharged from a property which contains a concentration, expressed in milligrams per litre, in excess of any one or more of the parameter limits set in Table 2 or which cannot comply with any one or more of the criteria set out in Section 4.3.1 above:
  - a study of storm water quality and/or quantity; or
  - maintenance, modification and/or construction of a storm water management facility; or
  - development and implementation of a storm water best management strategy.

## **SECTION 5: SEWER CONNECTIONS**

### **5.1 General**

- 5.1.1 No person shall;
  - erect or cause or permit to be erected any new building on lands that are serviced by a sanitary sewer unless the new building is connected to the sanitary sewer; and
  - construct, install, maintain or cause or permit to be constructed, installed or maintained, whether installed prior to the date of the passing of this bylaw or any of its predecessors, a direct or indirect connection to the sanitary sewer connection which would permit anything other than domestic and industrial sewage to discharge into the sanitary sewer connection.
- 5.1.2 No person shall construct a sewer connection on any road allowance, easement or other public land, except by the Town or under a contract or agreement with the Town.
- 5.1.3 In those cases where the existing municipal sewer connection does not meet the standard as adopted by the Town, as a result of a re-subdivision of lots or change of a location of a building on a lot, the owner or agent shall apply and pay to the Town for a new installation or installations and for the disconnection of the existing sewer connects where necessary on an actual cost basis with a minimum charge equal to the applicable flat rate, as determined by the Town from time to time.
- 5.1.4 Reconstructed Buildings;  
Wherever a building is substantially demolished, the existing municipal sewer connections shall be disconnected at the municipal sewer or sealed at the property line as determined by the Director and at the owner's expense;  
For the purpose of this section an existing building is deemed to be substantially demolished when fifty percent or more of the exterior wall of the first story above grade are removed whether or not they are substantially replaced; and

An owner who is applying for a permit to construct a replacement building or to disconnect a dwelling from a septic tank to connect to a sanitary sewer connection shall be entitled to use an existing municipal sewer connection that upon inspection by the Director, is found to be in satisfactory condition.

- 5.1.5 In the event that a sewer connection is installed or is operated in contravention of any provision of this by-law, the Director may, until such time as the violations are rectified, order the temporary disconnection of such sewer connection. At any time during the period of disconnection in accordance with this section, no person shall use or cause to be used or permit the use of such a connection.
- 5.1.6 The Director shall not order such temporary disconnection unless the Director has first mailed to the property owner and occupant, if any, a Registered letter specifying the nature of the violation or violations of this by-law and specifying the intention of the Director to order a temporary disconnection of the sewer by a specified date, to be calculated 30 days from the date of mailing the notice, and specifying the cost of the disconnection and reconnection to be borne by the property owner payable to the Town before any reconnection is made.
- 5.1.7 Any person desiring a sewer connection shall make application to the Town on forms supplied by the Town and accompanied by such plans and drawings as may be required and payment of fees for the application. The owner of the property to be serviced, or the owners agent shall sign the application, and the owner shall be responsible for the completeness and accuracy of the information furnished on such application, drawing and plan.
- 5.1.8 A sewer connection on public property between the sewer main and private property shall be installed by the Town, or its Agent, at the expense of the owner on conditions and at rates and to the specification as determined by the Town from time to time. The Director may authorize a private contractor to install a sewer connection to a main on public property through a service agreement. A sewer connection on private property shall be installed by the owner pursuant to a building permit having been previously issued for such purpose by the Town and at the expense of the owner.
- 5.1.9 Every Owner shall ensure that a sewer connection shall resist root penetration, acid or alkali damage, groundwater penetration, sewage exfiltration and otherwise comply with any condition or requirement as determined by the Town from time to time.
- 5.1.10 No person shall install a municipal sewer connection servicing two or more properties. A single service connection will be allowed for a property with multiple units subject to the approval of the Town.
- 5.1.11 No person shall install a private sanitary sewer connection until:
- a municipal sewer connection has been properly installed; and
  - the municipal sewer main to which the municipal sewer connection is made is fully constructed and accepted by the Town for operation; and
  - backfilling around the building or buildings being serviced is complete and sufficiently graded to eliminate the possibility of surface water ponding on the property and the sub floor has been installed over the foundation to prevent storm water from entering a private sewer connection; and

- all surface water in the excavation and in the basement that could enter the sanitary sewer has been pumped out.
- 5.1.12 If a person constructs a municipal sewer connection without authorization or in a manner which violates any section of this by-law, the Director of Public Works may order the re-excavation of the service connection for the purpose of inspection, testing, and if necessary, reconstruct the service connection at the owners expense or may disconnect the service in which case it shall not be reconstructed without the approval of the Town.
- 5.1.13 The owner of a building that abuts a street which is not serviced by a storm sewer shall construct any down spout from any eaves trough or roof drainage system so that the storm water discharges at grade in a manner which does not permit storm water to accumulate or pond near buildings, which does not adversely affect adjacent properties and which does not cause soil erosion.
- 5.1.14 Section 5.1.13 does not apply to a storm sewer if:
- a) the grade elevation of the edge of the roof at the front or at the side of the building are lower than the grade elevation of the street;
  - b) the storm sewer service connection is determined to be insufficiently graded to act as a conduit for roof or weeping tile drainage;
  - c) the building or structure is constructed adjacent to a watercourse and roof drains and weeping tile drains are directed to the watercourse, subject to the approval of the Director; or
  - d) the property from which the connection services has a properly constructed and maintained storm water management structure requiring an overflow outlet.
- 5.1.15 Every Owner shall ensure that where a catch basin is constructed on private property to protect a structure from overland flows and the protected structure is down gradient of the catch basin the installation shall include:
- a) a back flow flap valve installed immediately downstream of the private catch basin to ensure that storm water cannot back up from the municipal storm sewer and surcharge from the private catch basin;
  - b) a sump pump, located in the private catch basin the overflow sump hole to discharge any collected surface flows which collects in the private catch basin when the back flow flap valve is closed; and,
  - c) a backflow flap valve installed on the sump pump discharge line so that storm water cannot discharge back into the sump overflow basin.
- 5.1.16 The back flow flap valves and sump pump required in section 5.1.15 a) shall be installed and maintained by the owner or operator of the premises at their own expense.
- 5.1.17 The owner of any building that has any roof down spout or roof drainage system which discharges storm water either directly or indirectly to a municipal sanitary sewer shall disconnect the down spout or roof drainage system at grade and direct all storm water at grade in a manner which does not permit storm water to accumulate or pond near buildings, which does not adversely affect adjacent properties and which does not cause soil erosion.
- 5.1.17.1 For the purpose of Section 5.1.17:
- “directly” means by any physical connection or series of connections

between the roof drainage system and a sanitary or combined sewer; "indirectly" means in any manner whatsoever whereby storm water may enter the sanitary sewer system and includes water seeping into open joints in an underground sewer connection in which storm water infiltration can seep to a sanitary sewer.

- 5.1.18 No owner of an industrial, commercial or institutional premises shall undertake any works or make any connection or do anything that would increase peak flow rates of storm water or which would impair the quality of storm water which is discharged to a sewer;
- 5.1.19 No person shall cause the direct connection of any new private drainage works to the municipal storm sewer system without prior approval of the Town. The Director may grant such approval where, in the opinion of the Director, there is no practical alternative means of drainage available.
- 5.1.20 Before considering a request for approval, pursuant to subsection 5.1.19 the owner or operator of an industrial, commercial or institutional premises may be required to submit to the Director, a storm water management report identifying storm water management quality and quantity control measures being proposed for the site;
- 5.1.21 Where a new connection to a storm sewer is approved by the Town and the purpose of the connection is to provide groundwater drainage, the discharge must be regulated by:
- means of a sump pump which must elevate the water via a looped system, to an elevation above that of the centerline of the road before being discharged into a private storm drainage system. A backflow prevention device shall be installed on the sump pump discharge pipe to prevent any surcharge of storm water from the municipal storm sewer system;
  - a backflow flap valve in circumstance where grades permit a connection of a gravity drainage system to the municipal storm sewer system to prevent any surcharge of storm water from a municipal storm sewer system.
- 5.1.22 No direct or indirect interconnection between a private storm sewer and a sanitary sewer is permitted;
- 5.1.23 Any groundwater drainage system approved as set out in Section 5.1.21 shall be installed and maintained by the owner or operator of the premises at their sole expense.
- 5.1.24 No person shall discharge the waste water from a swimming pool or a wading pool:
- into a storm drainage system;
  - such that it flows onto adjacent property;
  - onto a steep slope such as a ravine valley wall which may erode; or
  - in any manner which causes soil erosion.
- 5.1.24.1 Waste water from a swimming pool or wading pool may be discharge by way of a temporary connection to the sanitary sewer, transported for

disposal by a licensed hauler or discharged in a controlled manner onto the owners property such that the discharge is at all times contained within the property until it evaporates or infiltrates into the ground.

5.1.24.2 Notwithstanding section 5.1.24, rainwater or melt water resting on a tarp which covers a swimming pool may be discharged to a storm sewer provided that it is in compliance with Section 4 of this by-law.

5.1.25 Every Owner shall ensure that all new service connections to a municipal sanitary or storm sewer shall be tested by public works, by a building inspector, or by a certified plumber to verify, by means of dye or other suitable method, that all service connections are properly connected to the intended municipal service prior to occupancy or commissioning of the service.

## **SECTION 6 EFFLUENT SAMPLING / DISCHARGER SELF-MONITORING**

### *6.1 Monitoring Requirements*

A discharger shall complete any monitoring, sampling or testing of any discharge to a sewage works, as required by the Director of Public Works, or as required under any Surcharge Agreement or any Discharge Agreement, in accordance with Standard Methods or the "Guidance Document for Sampling and Analysis of Wastewater for the 1999 Model Sewer Use By-law" using an accredited laboratory, approved by the Ministry of the Environment, and shall provide the results to the municipality in accordance with written notification from the municipality.

### *6.2 Obligations*

Except as otherwise specifically provided elsewhere within this By-Law, all monitoring, measurements, sampling, analyses and examinations of sewage, its characteristics or contents shall be carried out in accordance with the procedures, modified or unmodified, as described in Standard Methods or the "Guidance Document for Sampling and Analysis of Wastewater for the 1999 Model Sewer Use By-law" and utilizing an accredited laboratory, approved by the Ministry of the Environment, at the Owners expense.

### *6.3 Compliance*

Compliance or non compliance with this by-law may be determined by the analysis of a grab sample or a composite sample done in accordance with subsection 6.1; samples may contain additives for its preservation and may be collected manually or by using an automatic sampling device.

### *6.4 Access for Sampling Purposes*

Where there is no maintenance access hole meeting the requirement of Section 11.1 of this by-law, the Director may by written notice to an industry, make use of an alternative device or facility for the purpose of sampling a discharge to the sewage works.

## **SECTION 7 POLLUTION PREVENTION PLANNING AND REPORTING**

### *7.1 General*

7.1.1 The Director of Public Works may order a subject sector discharger which falls

within one of the defined subject sector categories in Appendix 2, discharging any amount of waste water which contains a subject pollutant at concentrations near or greater than the concentration limits as listed in Appendix 1, to prepare and submit, within 90 days of the order, a pollution prevention plan to the Director of Public Works with respect to the premises from which the discharge occurs.

- 7.1.2 The pollution prevention plan shall compare waste water effluent characteristics from the ordered discharger's premises to applicable limits contained in this by-law for subject pollutants and shall identify a strategy for pollution prevention complete with implementation considerations for any discharge which exceeds by-law limits.
- 7.1.3 The Director of Public Works shall review and approve the pollution prevention plan unless the Director of Public Works determines that the plan does not comply with the requirements of this by-law.
- 7.1.4 Summary Pollution Prevention Reports shall be prepared and submitted to the Director of Public Works annually, or by the 1st day of April of each year, detailing effluent characteristics from the ordered discharger's premises for subject pollutants and the progress that has been made to implement the pollution prevention plan until the pollution prevention plan has been fully implemented or the Director of Public Works, by way of a written notice to the ordered discharger, gives notice that the Town is satisfied that all waste water discharges are in compliance with this by-law.

## **SECTION 8 SURCHARGE AGREEMENTS**

### **8.1 General**

- 8.1.1 The Town may authorize an Extra Strength Surcharge Agreement with a discharger to permit Table 1 exceedances, as set out in Section 3.5.1, for any one or more of the following parameters where sewage is discharged to a sanitary sewer or a combined sewer:
- Biochemical Oxygen Demand (BODs);
  - Phenolics (4AAP);
  - Oil and Grease - Animal and Vegetable;
  - Nitrogen (Total Kjeldahl);
  - Phosphorous (Total);
  - Suspended Solids (Total);
  - Any one of Benzene, Toluene, Ethylbenzene, or Xylene provided that all other three BTEX parameters are in compliance with Table 1 and the wastewater is derived from a site cleanup project and has been treated prior to discharge.
- 8.1.2 The Director of Public Works may authorize temporary Extra Strength Surcharge Agreements for parameters as outlined in Section 8.1.1 where the discharge is from a temporary use or out of town source and the discharge period shall be less than 6 months in duration.
- 8.1.3 The Surcharge Agreement shall contain terms and/or conditions including terms and conditions related to payment of surcharge treatment fees as set out in Table

3, and as amended from time to time.

- 8.1.4 During the term of the Extra Strength Surcharge Agreement, the discharger is exempt from meeting the limits as set out in Table 1, subsection 3.5.1, for such parameters, which have been agreed to be exceeded.
- 8.1.5 The Surcharge Agreement must specify an acceptable upper limit for the exempted parameter and must set out a specified period of time for an agreement to be reviewed or renewed. Exceeding a limit established in a surcharge agreement will not be grounds for a prosecution under the by-law but may be grounds for termination or review of the surcharge agreement as determined by the Director of Public Works.
- 8.1.6 The Director of Public Works may terminate an Extra Strength Surcharge Agreement, upon 30 days notice:
- If the terms of the surcharge agreement are not upheld;
  - If the effluent to which the surcharge agreement applies causes the sewage works effluent to contravene any requirement by or under the Ontario Water Resources Act or the Environmental Protection Act, as amended from time to time, or any regulation made there-under from time to time; or
  - If the effluent to which the surcharge agreement applies causes a hazard to a person, animal, property or vegetation.

## **SECTION 9 DISCHARGE AGREEMENT:**

### **9.1 General**

- 9.1.1 No person shall discharge hauled sewage or hauled industrial wastewater or sewage or any substance from lands which are not directly connected to a sewer, into a storm sewer, sanitary sewer, or a combined sewer, or a public or a private connection leading to a storm sewer, sanitary sewer or combined sewer, without a Discharge Agreement approved by the Director of Public Works.
- 9.1.2 An application for a Discharge Agreement shall be submitted to the Director of Public Works on the form attached in Schedule "A", Appendix 3, as amended from time to time.
- 9.1.3 The Town shall designate approved locations for all hauled sewage or hauled industrial wastewater discharges or for any other substance discharged into the Town's sewer system under a discharge agreement.
- 9.1.4 The Town may, at its discretion, change the location of a designated discharge site at any time. All holders of a discharged agreement and authorized to use a discharge site shall be given 30 days notice of the change and the agreement conditions shall automatically change accordingly, and the Town shall not be liable for any costs that may accrue to the holder of the discharge agreement for a change in discharge location.
- 9.1.5 At any time the Town may establish access security controls for any sewer access point and may require discharge agreement holders to use a security pass to obtain access to a designated discharge site.



- 9.1.6 Every person with a Discharge Agreement shall submit an accounting to the Director within five (5) days of the end of each month, setting out the volume and category of waste water discharged to the Town's sanitary sewers in the previous month and submitting the fees required under Table 3, as amended from time to time, for all discharges.
- 9.1.7 The fees set out in Table 3 hereto shall be paid to the Town by the person holding the Discharge Agreement for each pump out or collection made by such person, which is discharged to a municipal sewer.
- 9.1.8 Any party to a Discharge Agreement who is in contravention of Subsections 9.1.6 or 9.1.7 may be prohibited from use of the Town's sanitary sewer system for the purposes of making discharges of hauled sewage or hauled industrial wastewater by order of the Director.
- 9.1.9 No person shall discharge to a sewer of the Town in contravention of an order by the Director under Subsection 9.1.8.
- 9.1.10 Any party to a discharge agreement shall enable the Director to carry out such audits or to undertake such sampling as may be required for the purposes of determining compliance with this by-law.
- 9.1.11 Any wastewater discharged to a municipal sewer under a Discharge Agreement exceeding the limits of this bylaw shall require a separate extra strength surcharge agreement.

## *9.2 Exception from Prosecution*

A person to whom a Discharge Agreement has been issued shall not be prosecuted under Sections 8 or 9 of this By-Law for the discharge or deposit of sewage during the period within which the agreement is applicable provided that the person complies fully with the terms of the Discharge Agreement.

## **SECTION 10 SPILLS**

### *10.1 General*

- 10.1.1 In the event of a spill to a sewage works; in addition to reporting responsibilities to the Ontario Spills Action Centre; the person responsible and/or the person having the charge, management and control of the spill shall immediately notify the Director or the Town's Manager of Environmental Services, and in the case of a spill into a sanitary sewer, the Town's operating authority, and provide all pertinent information with regard to the spill that is requested.
- 10.1.2 The notifying person shall provide a detailed report on the spill to the Director, within 5 days after the spill, containing the following information to the best of his/her knowledge:
- location where the spill occurred;
  - name and telephone number of the person who reported the spill and the location and time where they can be contacted;
  - date and time of spill;
  - material spilled and any known hazards associated with the material

- spilled;
- any pertinent characteristic(s) of the material spilled;
- volume of the material spilled;
- duration of the spill event;
- work completed and work in progress for the mitigation of the spill;
- any relevant information regarding the cause of the spill or if unknown, steps taken to determine the cause of the spill;
- description of any adverse impact to the environment, human health, safety or property;
- name and telephone number of everyone who was contacted to respond to the spill; and
- preventative action being undertaken to ensure that a similar spill will be prevented from occurring again.

10.1.3 The person responsible for the spill and/or the person having the charge, management and control of the spill shall do everything reasonably possible to contain the spill, protect the health and safety of citizens, minimize property damage, protect the environment, clean up the spill and contain residue and restore the affected area to its condition prior to the spill.

10.1.4 Costs incurred by the Town as a result of such a discharge shall be borne by the person(s) responsible for the spill.

## **SECTION 11 GENERAL**

### **11.1 *Maintenance Access Hole***

11.1.1 The owner or operator of commercial, institutional or industrial premises, or multi story residential buildings, with more than 9 units, which is connected to a sewage works shall install and maintain in good repair in each connection to a sewage works, a suitable maintenance access hole to allow for observation, sampling and flow measurement of the sewage, uncontaminated water or storm water therein, or provide, where the installation of a maintenance access hole is not possible, an alternative device or facility with the prior written approval of the Director.

11.1.2 The maintenance access hole or alternative device or facility shall be located on the property of the owner or operator of the premises, as close to the property line as possible, unless the Director has given prior written approval for a different location.

11.1.3 Each maintenance access hole, device or facility installed as required under subsection 11.1.2 shall be designed and constructed in accordance with good engineering practices and shall be constructed and maintained at the owner or operators expense.

11.1.4 The owner or operator of a commercial, institutional or industrial premises, or a multi story residential building shall at all times ensure that all maintenance access holes required by this by-law are fully accessible to the Director for the purpose of observing or sampling sewage, uncontaminated water or storm water therein.

#### 11.2 Food Related Grease Interceptors

- 11.2.1 Every owner or operator of a restaurant in an industrial, commercial or institutional premise that prepares, cooks, or processes food products and is connected directly or indirectly to a sewer, shall install and maintain a properly functioning grease interceptor.
- 11.2.2 Every owner or operator of a grease trap required under section 11.2.1 shall ensure that every effort is taken to minimize or limit grease from entering the Town's sanitary sewer system.
- 11.2.3 All new or replacement grease traps required under section 11.2.1 shall ensure that they are isolated from any discharge from a glass washer, dishwasher or any appliance which discharges hot water at a temperature greater than 65 C (degrees Celsius) but not a hot water tank.
- 11.2.4 The use of emulsifying degreasers to clean grease traps is prohibited.
- 11.2.5 The Director may order an owner or operator of a grease trap required under section 11.2.1 to undertake regular maintenance of the grease trap and to maintain a maintenance log to document when maintenance work is performed.
- 11.2.6 The owner or operator of a grease trap required under section 11.2.1 shall at all time ensure that all maintenance records required by way of an order are fully accessible to the Director of Public Works for the purpose of observing that proper maintenance practices are being followed.
- 11.2.7 Where the Town is required to remove blockages of grease from a sanitary sewer and an inspection of any adjacent premises with a grease trap required pursuant to section 11.2.1 indicates that the grease trap is not functioning properly or is not being adequately maintained, the premises will be billed for the Town's cost to unplug the sewer even if it is not possible to show that the premises caused the blockage. If the inspection shows that more than one premise has not maintained a grease trap the costs shall be split evenly between each premises.

#### 11.3 *Motor Oil and Lubricating Grease Interceptors*

- 11.3.1 Every owner of a commercial, industrial or institutional premises at which floor drains of a service garage or facility designed to work on combustion engines which are connected directly or indirectly to a sewer shall install and maintain an oil interceptor designed to prevent oil and lubricating grease from directly or indirectly entering the sewer.

#### 11.4 *Sediment Interceptors*

- 11.4.1 Every owner or operator of any land or premises from which sediment may directly or indirectly enter a sewer, including but not limited to a ramp drain, an area drain, a construction area or a parking area which is maintained for winter use and has a capaTown of 12 or more vehicles, shall take all necessary measures to ensure that sediment is prevented from entering a sewer.

11.4.2 Every owner or operator required to have a sediment interceptor pursuant to 11.4.1 shall ensure that each and every sediment interceptor is properly and adequately maintained to prevent sediment from entering a sewer.

11.5 Waste Grinders, Compactors and Autoclaves

11.5.1 No person shall install or operate within the Town any garbage or waste grinding device or autoclave used for industrial or commercial purposes, the effluent from which will discharge directly or indirectly into a sewer.

11.5.2 Section 11.5.1 does not apply to autoclaves used to sterilize medical instruments.

11.5.3 No person shall install or operate within the Town any garbage or waste compacting device for commercial or industrial purposes, the effluent from which will discharge directly or indirectly into a storm sewer.

11.5.4 No person shall install or operate within the Town any garbage or waste grinding device for domestic purposes, the effluent from which will discharge directly or indirectly into a storm sewer.

11.5.5 No person shall install or operate within the Town a garbage or waste grinding device for domestic purposes, the effluent from which will discharge directly or indirectly into a sanitary sewer unless the garbage grinding device is of a type which will permit forty percent of all grindings to pass through a 2.36 mm (3/32") sieve, sixty percent to pass through a 6.35 mm (1/4") sieve and all grindings to pass through a 12.7 mm (1/2") sieve.

11.6 *Dental Waste Amalgam Separators*

11.6.1 Every owner or operator of a premise from which dental waste amalgam may be discharged or may directly or indirectly enter a sewer, shall install, operate and properly maintain a dental waste amalgam separator on every discharge piping system connected to and carrying such waste material.

11.6.2 Notwithstanding compliance with section 11.6.1 all persons operating or carrying out the business of a dental practice shall comply with Section 3.

11.7 *Right of Entry*

11.7.1 No person shall prevent, hinder, obstruct or interfere in any way with the Director or an inspector and persons deemed, by the Director, to be essential to an inspection and sampling, bearing proper credentials and identification from:

- entering in or upon, at any reasonable time without a warrant, any land or premises, except land or premises being used as a dwelling house;
- making such tests, taking such samples or gathering any necessary information including the taking of photographs as the Director or the inspector deems necessary;
- inspecting or observing any plant, machinery, equipment, work activity or documents including maintenance records.

### 11.8 *Protection from Damage*

- 11.8.1 No person shall uncover, remove, make any connection with, or opening into, break, alter, damage, destroy, deface, or tamper or cause or permit the removal, breaking, damaging, destroying, defacing or tampering with:
- any part of a sewage works; or
  - any device, being temporary or permanent, installed in a sewage works for the purpose of flow measurement, sampling, observing, testing or detecting sewage, uncontaminated water or storm water.
- 11.8.2 Any person discharging sewage, uncontaminated water, or storm water to a municipal sewage works shall be responsible for ensuring that such sewage, uncontaminated water or storm water conforms at all times to the provisions of this by-law, and shall be liable for any damage or expense arising out of his/her failure to properly check and control any such discharge, including the cost of investigation, repairing or replacing any part of any municipal sewage works damaged thereby.

### 11.9 *Requirements*

- 11.9.1 An owner or operator of an industrial, commercial or institutional premise may be required, by written notice from the Director of Public Works, to complete or perform one or more of the following activities addressing the discharge of storm water or sewage from the discharger's site:
- to complete a study on storm water or sewage quality and/or quantity;
  - to develop and implement a best management practice plan;
  - in respect of the owner or operator of industrial premises discharging or proposing to discharge into the municipal sewage works effluent exceeding the strength, nature, quantity or quality provided for in this By-law, to install and maintain a pre-treatment facility or holding tank on the premises so that the effluent will be reduced accordingly;
  - to design, construct and maintain at his or her expense the pre-treatment facility or holding tank in accordance with good engineering practice and the requirements of the Town, and shall be constructed and maintained by the owner or operator of the premises at his or her expense;
  - to install and maintain devices to monitor sewage, uncontaminated water or storm water discharges and to submit to the Manager regular reports regarding the quantity and quality of discharges to the sewage works.

### 11.10 *Unauthorized Entry into a Sewage Works*

- 11.10.1 Unless otherwise authorized by the Director of Public Works, no person shall enter into any sewage works.

## **SECTION 12 PROHIBITIONS, ENFORCEMENT AND PENALTIES**

### 12.1 Interference with the Sewer Works or Drainage Works

Every person who:

- (1) throws, discharges or deposits any substance or material into or in the Sewer Works or Drainage Works, which in any way fouls, obstructs or blocks flows in the Sewer Works or in

Drainage Works, or causes or permits the same to be done; or  
(2) discharges or deposits, or causes or permits to be discharged or deposited, into or in the Sewer Works or Drainage Works a substance which is or may become harmful to a person; or  
(3) discharges or deposits, or causes or permits to be discharged or deposited, into or in the Drainage Works a substance which is or may become harmful to the natural environment; or  
(4) discharges or deposits, or causes or permits to be discharged or deposited, into or in the Sewer Works or Drainage Works, sewage, wastewater, liquid or any substance which is prohibited by this By-Law, as amended;

is guilty of an offence and on conviction is liable to a fine, exclusive of costs, to the use of the Corporation pursuant to the provisions of the Municipal Act 2001, Section 92 and is also liable for the cost of all damages and financial losses occasioned thereby, which are recoverable under provisions of the Municipal Act, 2001.

## 12.2 *Prohibits and Offences*

Every person who:

- (1) being a building or premises Owner, fails to connect to a sanitary sewer constructed within a road right-of-way abutting said Owner's property, as required by this By-Law; or
- (2) being an Owner or Operator, fails to control the discharge of storm water or drainage water, as required by Corporation Standards; or
- (3) without a permit or prior authorization, connects, or causes to be connected, any pipe or private lateral to any pipe or main or maintenance hole or other appurtenance of the Sewer Works or Drainage Works; or
- (4) fails to obtain an approved service connection permit; or
- (5) fails to construct a private sewer lateral, or private drainage lateral, in conformance with this By-Law; or
- (6) fails to construct a private sewage collection system or private drainage system in conformance with Corporation Standards; or
- (7) connects a private lateral to the Sewer Works or Drainage Works prior to approval and inspection; or
- (8) connects a private drainage system to the Drainage Works prior to approval and inspection; or
- (9) connects a private sewage collection system to the Sewer Works prior to approval and inspection; or
- (10) fails to inform the Chief Building Official that installation of a private sewer lateral, or private drainage lateral is available for inspection; or
- (11) fails to undertake and report the results of specified tests required under this By-Law to ensure that the installation of a service connection meets standards and specifications, and functions adequately; or
- (12) having been given appropriate and adequate notice, fails to provide access to a building or premises for the purpose of inspecting, maintaining, repairing, modifying or replacing a service connection including appurtenances thereof; or
- (13) having been given appropriate and adequate notice, fails to provide access to a building or premises for the purposes of inspecting and ensuring compliance with this By-Law and taking corrective action as required, including access to a private sewer collection system, or to a private drainage system, and appurtenances thereof; or
- (14) wilfully hinders or interrupts, or causes to be hindered or interrupted; the Corporation or any of its Officers, Agents, Workers or Contractors, in the exercise of any of the powers or duties conferred by this By-Law; or
- (15) without prior written approval of the Director of Public Works, discharges, or causes or permits to be discharged, to the Sewer Works, any sewage containing water from a source other than the Water Works; or

- (16) without prior written approval of the Director of Public Works, discharges or causes or permits to be discharged, either directly or indirectly, storm water, ground water or leachate, or drainage water, into or in the Sewer Works; or
- (17) without the prior written approval of the Director of Public Works, discharges or deposits, or causes to be discharged or deposited, any type of hauled sewage or hauled sludge into or in the Sewer Works; or
- (18) fails to notify the Corporation of a discharge to the Sewer Works or Drainage Works that is in violation of the Sewer Works use or Drainage Works use restrictions of this By-Law; or
- (19) fails to notify the Corporation of a discharge to the Sewer Works or Drainage Works that is or may be hazardous to a person; or
- (20) fails to notify the Corporation of a discharge to the Drainage Works that is or may be hazardous to the natural environment; or
- (21) fails to adequately protect a service connection from damage, including from freezing; or
- (22) fails to provide the "as built" data and location of a private lateral to the Director of Public Works; or
- (23) fails to adequately maintain or repair a private lateral; or
- (24) backfills an excavation or trench created for the installation, repair, relocation or replacement of a service connection, or part thereof, prior to inspection and approval; or
- (25) fails to maintain a private sewage collection system; or
- (26) fails to maintain a private drainage system or private storm water management system; or
- (27) fails to provide written notification to the Director of Public Works that a service connection has been disconnected; or
- (28) blanks or caps, or causes or permits to be blanked or capped, any service connection without prior approval; or
- (29) fails to cap or blank a service connection in compliance with this By-Law, in the manner specified by the Chief Building Official; or
- (30) fails to cap or blank a municipal lateral immediately following installation while awaiting approval to connect to the Sewer Works or Drainage Works; or
- (31) fails to cap or blank a service connection required for the demolition of the building or facility serviced; or
- (32) fails to obtain the written permission of the Director of Public Works to reuse a capped or blanked service connection; or
- (33) fails to provide adequate excavation, backfill and reinstatement of a trench to enable the blanking or capping of a service connection as required under this By-Law; or
- (34) fails to obey or conform to any Sewer Works or Drainage Works use restrictions imposed by Council; or
- (35) fails to obey or conform to any temporary Sewer Works or Drainage Works use restrictions imposed by the Director of Public Works permitted under this By-Law; or
- (36) fails to install a maintenance hole as required by this By-Law; or
- (37) fails to ensure a private maintenance hole is readily accessible for use and inspection at all times; or
- (38) fails to maintain a private maintenance hole required by this By-Law in good working order; or
- (39) fails to install an oil, grease, petroleum product, sand or grit interceptor as required by this By-Law; or
- (40) fails to maintain and ensure adequate functioning of a grease, oil, petroleum product, sand or grit interceptor as required by this By-Law; or
- (41) fails to provide maintenance records for any required interceptor; or
- (42) fails to ensure an interceptor is readily accessible for inspection at all times; or
- (43) fails to install and maintain a sewer backflow prevention device as required by this By-Law; or
- (44) has a garbage grinding device installed so as to discharge directly or indirectly to or into the Sewer Works, or to or into the Drainage Works; or

(45) being an Owner or Operator, fails to maintain a ditch or drain abutting, or contained in his/her lands, free of growth, debris or obstructions or blockages to drainage flow; or  
(46) alters a watercourse, drain or drainage ditch that forms part of the Drainage Works, or part of a Municipal Drain, without the prior approval of the Director of Public Works; or  
(47) fails to comply with a notice to remove a blockage or obstruction to any drain, within the number of calendar days specified in said notice; or  
(48) being an Owner, Lessee, Occupant or Operator, fails to comply with a notice to maintain, repair, alter, relocate or relay any private drain within the number of calendar days specified in said notice; or  
(49) being an Owner, Operator or Contractor or Builder, fails to comply with the direction of the Director of Public Works or Chief Building Official regarding the installation of a temporary service connection to the Sewer Works or to the Drainage Works; or  
(50) excavates, uncovers or enters a main, maintenance hole, interceptor or other chamber of the Sewer Works or Drainage Works without prior approval of the Director of Public Works; or  
(51) without authorization, removes or tampers with, or causes or permits any removal or tampering with, any maintenance hole cover, grate or any other opening into the Sewer Works or Drainage Works; or  
(52) undertakes or permits to be undertaken, thawing operations of any main, section or part or to any service connection of the Sewer Works or Drainage Works, without the prior approval of the Director of Public Works; or  
(53) fails to repair a leak in a private sewer lateral or private sewage collection system within seven (7) calendar days of notice; or  
(54) having been given appropriate and adequate notice, fails to disconnect a drainage service connection from the Sewer Works, within the prescribed number of calendar days; or  
(55) fails to adequately decommission a septic tank, cesspool, or other private system for the treatment and disposal of sewage, following connection to the Sewer Works within the prescribed number of calendar days; or  
(56) destroys, damages, removes, fraudulently alters or in any way injures any main, maintenance hole, interceptor, catchbasin, service connection, inspection tee, appurtenance or apparatus or thing belonging to the Corporation's Sewer Works or Drainage Works, or causes or permits the same to be done; is guilty of an offence pursuant to the provisions of the Municipal Act, 2001 and/or the Provincial Offences Act, R.S.O. 1990, Chapter P. 33, as applicable.

### 12.3 *Enforcements and Penalties*

12.3.1 Except as otherwise provided in this By-Law, and except as otherwise provided in the Municipal Act 2001:

- Every person other than a corporation who contravenes any provision of this By-Law is guilty of an offence and on conviction is liable for every day or part thereof upon which such offence occurs and continues to a fine, exclusive of costs, to the use of the Corporation, of not more than \$5,000.00 for a first offence and \$10,000.00 for any subsequent conviction.
- Every corporation which contravenes any provision of this By-Law is guilty of an offence and on conviction is liable for every day or part thereof upon which such offence occurs or continues to a fine, exclusive of costs, to the use of the Corporation, of not more than \$25,000.00 for a first offence and \$50,000.00 for any subsequent conviction.
- In this By-Law, a subsequent conviction means a conviction for an offence which offence occurs after the date of conviction for an earlier offence under this by-Law.



- 12.3.2 Alternatively, at the discretion of the Corporation, pursuant to Part 1 of the Provincial Offences Act, R.S.O. 1990, Chapter P.33, every person who contravenes Subsections 12.1 or 12.2 of this By-Law is liable to a set fine for each offence committed, as established under Appendix "4" annexed hereto, as amended by by-law adopted by Council from time to time.
- 12.3.3 Any person found to be in contravention of any applicable provision of this By-Law, may be issued a notice of such violation. Every such person may, within seventy-two (72) hours of the time when such notice was issued, pay at the Corporation Municipal Offices the set fine or fines for, and in full satisfaction of, such violation as set out in Section 12.2 as noted hereto.
- 12.3.4 The failure of such person to pay the said set fine or fines as set forth in Appendix "4" annexed hereto, subjects him or her to the penalties hereinbefore provided for the violation of the provisions of this By-Law; and at the sole discretion of the Corporation, on the provision of seven (7) calendar days notice, water supply to said person may be discontinued.
- 12.3.5 Unpaid set fines may, following a thirty (30) calendar day period, at the sole discretion of the Corporation, be added to the person's next sewer services billing, and shall be collected in like manner and with the same priority as a fees or charges for sewer services.
- 12.3.6 The set fines described herein shall come into force and effect upon receipt of the Judge's Order, under the Provincial Offences Act, R.S.O. 1990, from the Ministry of the Attorney General.
- 12.3.7 As appointed by Council, this By-Law shall be enforced by the following Officials of the Corporation as appropriate:
- the Municipal By-Law Enforcement Officers;
  - the Director of Public Works;
  - the Chief Building Official; or
  - the Building Inspector(s).
- 12.3.8 The court in which the conviction has been entered, and any court of competent jurisdiction thereafter, may make an order prohibiting the continuation or repetition of the offence by the person convicted, and such order shall be in addition to any other penalty imposed on the person convicted, in accordance with the provisions of the Municipal Act, 2001 and the Provincial Offences Act, R.S.O. 1990, both as amended.
- 12.3.9 Every person who, by act, offence, default, neglect or omission; occasions any loss, cost, damage or injury to the Sewer Works, or Drainage Works, or any part or appurtenance thereof, is liable to the Corporation for any and all financial losses and costs incurred as a result.
- 12.3.10 Unpaid charges for financial losses and costs invoiced under subsection 12.3.9 shall, following a ninety (90) calendar day period, at the sole discretion of the Corporation, be added to the person's next sewer services billing, and shall be treated as a fee or charge for sewer services; or alternatively, at the sole discretion of the Corporation be added to the municipal tax roll of the property upon which or from which the financial losses and costs occurred, and collected in like manner as municipal taxes.
- 12.3.11 No action or proceeding under the provisions of this By-Law shall preclude the Corporation from the right and power to exercise any other right or remedy available to the Corporation.

## **SECTION 13 CONFIDENTIAL INFORMATION**

13.1 *Information Gathered*

13.1.1 All information submitted to and collected by the Town of Cobalt in the administration of this by-law including information contained in extra strength surcharge agreements, discharge agreements, pollution control plans and from sampling activity will, except as otherwise provided in this section, be available for disclosure to the public in accordance with the Municipal Freedom of Information and Protection of Privacy Act (R.S.O. 1990).

13.1.2 In the event that any person in submitting information to the Town of Cobalt or to the Director in any form, as required under this by-law, where such information is confidential or proprietary or otherwise, may be exempt from disclosure under the Municipal Freedom of Information and Protection of Privacy Act (R.S.O. 1990), the person submitting the information shall so identify that information upon its submission to the Town or the Director and shall provide sufficient details as to the reason for its purported exemption from disclosure.

**SECTION 14 VALIDITY AND ADOPTION**

14.1 *Validity*

If any section, clause, or provision of this By-Law, is for any reason declared by a court of competent jurisdiction to be invalid, the same shall not effect the validity of the By-Law as a whole or any part thereof, other than the section, clause or provision so declared to be invalid and it is hereby declared to be the intention that all remaining sections, clauses or provisions of this By-Law shall remain in full force and effect until repealed, notwithstanding that one or more provisions thereof shall have been declared to be invalid.

14.2 *Effective Date*

This By-Law shall become effective upon final passing.

14.3 *Repeals*

All previous by-laws pertaining to sewage policies are hereby repealed.

**TABLE 1: Limits for Sanitary Sewer Discharges**

		<b>PAGE</b>
<b>SECTION 1 – SCOPE</b>		<b>5</b>
1.1	Short Title	5
1.2	Application	5
1.3	Scope of By-Law	5
1.4	Conflicts	5
<b>SECTION 2 – DEFINITIONS</b>		<b>5</b>
2.1	Acute Hazardous Waste Chemical	5
2.2	Adverse Impact	5
2.3	Amalgam Separator	5
2.4	Best Management Practices	6
2.5	Biochemical Oxygen Demand	6
2.6	Biomedical Waste	
2.7	Biosolids	6
2.8	Blowdown Water	6
2.9	Building Code Act	6
2.10	Building Drain	6
2.11	Building Permit	6
2.12	Building Sewer	6
2.13	By-Law Enforcement Officer	
2.14	Town	6
2.15	Clear Water Waste	6

**TABLE 2: Limits for Storm Sewer Discharges**

		<b>PAGE</b>
<b>SECTION 1 – SCOPE</b>		<b>5</b>
1.1	Short Title	5
1.2	Application	5
1.3	Scope of By-Law	5
1.4	Conflicts	5
<b>SECTION 2 – DEFINITIONS</b>		<b>5</b>
2.1	Acute Hazardous Waste Chemical	5
2.2	Adverse Impact	5
2.3	Amalgam Separator	5
2.4	Best Management Practices	6
2.5	Biochemical Oxygen Demand	6
2.6	Biomedical Waste	
2.7	Biosolids	6
2.8	Blowdown Water	6
2.9	Building Code Act	6
2.10	Building Drain	6
2.11	Building Permit	6
2.12	Building Sewer	6
2.13	By-Law Enforcement Officer	
2.14	Town	6
2.15	Clear Water Waste	6

**Table 3: Sewage and Waste Water Disposal Fees**

**Category: Sanitary Sewer Discharge**

Category 1: Septage and Holding Tank Effluent (Complies with By-law)

		<b>PAGE</b>
<b>SECTION 1 – SCOPE</b>		<b>5</b>
1.1	Short Title	5
1.2	Application	5
1.3	Scope of By-Law	5
1.4	Conflicts	5
<b>SECTION 2 – DEFINITIONS</b>		<b>5</b>
2.1	Acute Hazardous Waste Chemical	5
2.2	Adverse Impact	5
2.3	Amalgam Separator	5
2.4	Best Management Practices	6
2.5	Biochemical Oxygen Demand	6
2.6	Biomedical Waste	
2.7	Biosolids	6
2.8	Blowdown Water	6
2.9	Building Code Act	6
2.10	Building Drain	6
2.11	Building Permit	6
2.12	Building Sewer	6
2.13	By-Law Enforcement Officer	
2.14	Town	6
2.15	Clear Water Waste	6

		<b>PAGE</b>
<b>SECTION 1 – SCOPE</b>		<b>5</b>
1.1	Short Title	5
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1.4	Conflicts	5
<b>SECTION 2 – DEFINITIONS</b>		<b>5</b>
2.1	Acute Hazardous Waste Chemical	5
2.2	Adverse Impact	5
2.3	Amalgam Separator	5
2.4	Best Management Practices	6

Category 2: Hauled Industrial Waste Water and Treated Groundwater Complies with Sewer Use By-law)  
**TBE – To be established for each Surcharge Agreement, by Council, in the form of Resolution or**

		<b>PAGE</b>
<b>SECTION 1 – SCOPE</b>		<b>5</b>
1.1	Short Title	5
1.2	Application	5
1.3	Scope of By-Law	5
1.4	Conflicts	5
<b>SECTION 2 – DEFINITIONS</b>		<b>5</b>
2.1	Acute Hazardous Waste Chemical	5
2.2	Adverse Impact	5
2.3	Amalgam Separator	5
2.4	Best Management Practices	6

**By-law.Category: Storm Sewer Discharge**

Category 3: Treated Industrial Waste Water and Treated Groundwater Complies with Sewer Use By-law)

<sup>1</sup> This by-law does not permit Surcharge Agreements for storm sewer discharges.

**APPENDIX "1" OF SCHEDULE "A"  
TO SEWAGE USE BY-LAW 2012-032  
TOWN OF COBALT**

**SUBJECT POLLUTANTS**

Arsenic  
Cadmium  
Cobalt  
Chromium  
Copper  
Mercury  
Molybdenum  
Nickel  
Lead  
Selenium  
Zinc  
Benzene  
Chloroform  
1,2-dichlorobenzene  
1,4-dichlorobenzene  
Cis-1,2-dichloroethylene  
Trans-1,3-dichloropropylene  
Ethyl benzene  
Methylene chloride  
1,1,2,2-tetrachloroethane  
Tetrachloroethylene  
Toluene  
Trichloroethylene  
Total xylene  
Di-n-butyl phthalate  
Nonylphenol  
Nonylphenol ethoxylates  
AldrinDieldrin  
Chlordane  
DDT  
Hexachlorobenzene  
Mirex  
PCB's  
3,3'-dichlorobenzidine  
Hexachlorocyclohexane  
Pentachlorophenol  
Total PAHs

**APPENDIX "2" OF SCHEDULE "A"  
TO SEWAGE USE BY-LAW 2012-032  
TOWN OF COBALT**

**SUBJECT SECTORS**

Industrial Category:	NAICS CODE
Support Activities for Metal Mining	213114
Roofing, Siding, and Sheet Metal Contractors	23561
Household Furniture (except Wood and Metal) Manufacturing	337125
Nonferrous Metal (except Copper and Aluminum) Rolling, Drawing	331491
Fabricated Structural Metal Manufacturing	332312
Metal Window and Door Manufacturers	332321
Metal Tank (Heavy Gauge) Manufacturing	33242
Sheet Metal Work Manufacturing	332322
Ornamental and Architectural Metal Work Manufacturing	332323
Fabricated Structural Metal Manufacturing	332312
Metal Coating, Engraving and Allied Services to Manufacturers	332812
Powder Metallurgy Part Manufacturing	332117
Machine Tool (Metal Cutting Types) Manufacturing	333512
Machine Tool (Metal Forming Types) Manufacturing	333513
Electroplating, Plating, Polishing, Anodizing and Colouring	332813
Gasoline Station with Convenience Store	44711
Other Gasoline Stations	44719
Automotive Body, Paint and Interior Repair and Maintenance	811121
Automotive Exhaust System Repair	811112
All other Automotive Repair and Maintenance	811198
Automotive Transmission	811113
General Automotive Repair	811111
Other Automotive Mechanical and Electrical Repair and Maint.	811118
Automotive Oil Change and Lubrication Shop	811191
Photofinishing Laboratories (except One-Hour)	812921
One Hour Photofinishing	812922
Offices of Dentists	62121
General Medical and Surgical Hospitals	62211
Psychiatric and Substance Abuse Hospitals	62221
Specialty (except Psychiatric and Substance Abuse) Hospitals	62231
Medical Laboratories	62151
Dental Laboratories	339116
Testing Laboratories	54138
Dry Cleaning and Laundry Services (except Coin-Operated)	81232
Support Activities for Rail Transportation	48821
All Other Transit and Ground Passenger Transportation	485999
Interurban and Rural Bus Transportation	48521
School and Employee Bus Transportation	48541
Special Needs Transportation	485991
All Other Support Activities for Road Transportation	48849
Scheduled Passenger Air Transportation	481111
Scheduled Passenger Freight Transportation	481112
Nonscheduled Chartered Freight Air Transportation	481212
Nonscheduled Chartered Passenger Air Transportation	481211
Scenic and Sightseeing Transportation, Other	48799



Town of Cobalt  
Sewage System Use

Schedule "A" to  
By-Law 2015-015

Quick Printing	323114
Other Commercial Printing	323119
Commercial Lithographic Printing	323110
Commercial Gravure Printing	323111
Commercial Flexographic Printing	323112
Commercial Screen Printing	323113
Other Commercial Printing	323119
Manifold Business Forms Printing	323116
Printing Inc Manufacturing	32591
Gum and Wood Chemical Manufacturing	325191
Plastic Material and Resin Manufacturing	325211
Leather and Hide Tanning and Finishing	3161
Personal Leather Goods (except Women's Handbags) Manuf.	316993



**APPENDIX "3" OF SCHEDULE "A"  
TO SEWAGE USE BY-LAW 2012-032  
TOWN OF COBALT**

**Application Form for A Discharge Agreement for Hauled Sewage or Hauled  
Industrial Wastewater  
Town of Cobalt - Application for a Discharge Agreement**

The following information shall be treated as confidential and shall be used by the Town of Cobalt to regulate sanitary sewer discharges and wastewater treatment within the Town of Cobalt unless explicit disclosure consent of the applicant is provided below:

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I agree to allow the Town of Cobalt to disclose any information collected as a result of this agreement pursuant to a request made under the *Municipal Freedom of Information and Protection of Privacy Act* (R.S.O. 1990 or as amended).

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Please fill in all relevant sections and sign the agreement at the bottom.

This agreement made between:

**The Corporation of the Town of Cobalt**  
(herein called the "Corporation")  
and

Company Name:

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(herein called the "Contractor")

Company Owner's Name:

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<b>SECTION 1 – SCOPE</b>		
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Please complete the following list of information concerning all vehicles to be used to transport sewage or industrial wastewater to be discharged into the Town of Cobalt Sewer System.

**Agreement Conditions:**

1. The Corporation permits the above registered wastewater contractor to discharge hauled wastewater into the Town's sanitary sewer system at a designated discharge site(s) provided that the wastewater complies with By-law No. 2012 – 032, Town of Cobalt Sewage System Use By-law, or a separate extra strength surcharge agreement has been entered into for any load not meeting sewer use by-law criteria.
2. The Corporation reserves the right to alter the location of any designated discharge site and to control or restrict access to any designated discharge by means of electronic control or other devices.
3. The use of any site not identified by the Corporation as a designated discharge site is prohibited.
4. The Contractor:
  - agrees to complete and file with the Manager of Environmental Services, Box 2050, 325 Farr Drive, Haileybury, On., P0J 1K0, on a monthly basis, a listing of all wastewater discharges to the Town's sanitary sewer system specifying the date, time, location, volume and origin of the wastewater on a form made available for such purposes;
  - agrees to pay all applicable fees as specified in By-law No. 2012-032, Town of Cobalt Sewage System Use By-law, as may be amended from time to time, within 30 days of the invoice sent by the Corporation.
5. The Corporation reserves the right to suspend this agreement and / or to suspend the right of access to its sanitary sewer system for any contractor with overdue accounts or for violations of the Town's Sewage System By-law.

Signature of Owner: \_\_\_\_\_

Please return completed agreement to:

**TOWN OF COBALT**  
18 Silver Street, P. O. Box 27  
Cobalt, Ontario P0J 1C0  
Attn.: Public Works Department  
Fax: 1-705-679-5050



**APPENDIX "4" OF SCHEDULE "A"  
TO SEWAGE USE BY-LAW 2012-032  
TOWN OF COBALT**

**PART I PROVINCIAL OFFENCES ACT**

SET

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2.15	Clear Water Waste	
2.16	Colour Of a Liquid	
2.17	Combined Sewer	
2.18	Combustible Liquid	
2.19	Commercial	
2.20	Compliance Officer	
2.21	Composite Sample	
2.22	Connection or Drain	
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2.25	Dental Amalgam	
2.26	Director of Public Works / Director	
2.27	Discharger	
2.28	Domestic Wastewater	
2.29	Drainage Works	
2.30	Dwelling	

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**APPENDIX "4" OF SCHEDULE "A"**

N o t e :  S e c t i o n 1 :  S e c t i o n 2 :  p e n a l t y  p r o v i s i o n :  f o r  t h e  o f f e n c e		
	<b>SECTION 1 – SCOPE</b>	
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	2.7	Biosolids
	2.8	Blowdown Water
	2.9	Building Code Act
	2.10	Building Drain
	2.11	Building Permit
	2.12	Building Sewer
	2.13	By-Law Enforcement Officer
	2.14	Town
	2.15	Clear Water Waste
	2.16	Colour Of a Liquid
	2.17	Combined Sewer
	2.18	Combustible Liquid
	2.19	Commercial
	2.20	Compliance Officer
	2.21	Composite Sample
	2.22	Connection or Drain
	2.23	Cooling Waters
	2.24	Cross Connection
	2.25	Dental Amalgam
	2.26	Director of Public Works / Director
	2.27	Discharger
	2.28	Domestic Wastewater
	2.29	Drainage Works

**Note: The general penalty provisions for the offences listed above as Section 12.3 of By-Law 2012-032, a certified copy of which has been filed, and Section 61 of the Provincial Offences Act, R.S.O. 1990, c.P.33.**





**THE CORPORATION OF THE  
TOWN OF COBALT**

**BY-LAW NO. 2015-016**

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**Being a by-law to establish a system for the collection and disposal of  
garbage, recyclables and other refuse.**

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**WHEREAS** the Town is authorized to enact by-laws imposing fees or charges for services or activities provided or done by or on behalf of it pursuant to Section 391 of the Municipal Act, 2011 (S.O. 2001, c.25);

**AND WHEREAS** Council for the Corporation of The Town of Cobalt deems it desirable to regulate the disposal of garbage by way of landfill bans, recycling and home composting systems;

**AND WHEREAS** Council for the Corporation of The Town of Cobalt directed staff to undertake a public consultation process and submission of the by-law to the Ministry of Attorney General and Regional Senior Justice for approval of the short form wording and set fines prior to third reading;

**NOW THEREFORE** the Council of the Corporation of The Town of Cobalt hereby enacts as follows:

- 1 That municipal Council adopts a "Solid Waste Management" Policy, a copy of which is attached hereto as Schedule "A" and forming part of this by-law; and
- 2 That this By-law shall become effective on the date of passing thereof; and
- 3 That the CAO of the Town of Cobalt is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the By-law and schedule as may be deemed necessary after the passage of this By-law.

Read a first this 9th day of June, 2015.

Mayor: \_\_\_\_\_

Clerk: \_\_\_\_\_

Schedule "A" to

**By-law 2015-016**

**Solid Waste Management**



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## Section 1 -Title, Application and Scope

### 1.1 Short Title

This By-law shall be cited as the "Solid Waste Management" By-law.

### 1.2 Application

The Provisions of this By-law shall apply to all properties within the geographic limits of the Town of Cobalt.

### 1.3 Conflicts

Where a provision of this By-law conflicts with a provision of another By-law in force in the Town of Cobalt; the provisions that establish the higher standard shall prevail in order to protect the health, safety and welfare of the general public.

When any provision of this By-law is declared invalid for any reason by a court of competent jurisdiction, the remainder of this By-law shall continue to be in force. An invalid provision will not operate to void the entire By-law.

### 1.4 Enforcement

This By-law shall be enforced by a *By-law Enforcement Officer* or a *Fire Prevention Officer*, or *Chief Fire Official*, or a *Police Officer*.

## Section 2 -Definitions

For the purpose of this By-law, the definitions and interpretations given in this section shall govern.

- 2.1 **Aerosol container** means any empty aerosol container, which falls within the meaning of the definition of "empty container" in the regulations made under the Environmental Protection Act;
- 2.2 **Alternating Weekly Collection** means where the *recycling container* is collected one week, the *garbage container* is collected on the next or alternating week;
- 2.3 **Appendix** means all regulations attached to and forming part of this By-law including any amendments thereto;
- 2.4 **Approved Container** means containers described in Appendix 01;
- 2.5 **Asbestos Waste** means solid or liquid waste that results from the removal of asbestos-containing construction or insulation materials or the manufacture of asbestos-containing products and contains asbestos in more than a trivial amount or proportion;
- 2.6 **Ashes** means the residue from burnt materials;

- 2.7 **Automated Collection** means the collection of waste by means of the mechanical lifting and tipping of *approved containers* into specially designed collection vehicles;
- 2.8 **Books** means all soft and hard covered books;
- 2.9 **Boxboard** means non-corrugated cardboard packaging such as cereal and shoeboxes, and any similar rigid paper packaging with the metal or plastic portion or both removed;
- 2.10 **Building Owner** means the registered *owner* of *multi-unit residential* building or the building *owner's* designate (i.e. property manager) in charge of a *multi-unit residential* building;
- 2.11 **Bulky Items** means large items including, but not limited to, refrigerators, washer/dryer, stove, bicycles, floor lamps, mattresses, furniture, microwaves, sinks, toilet bowls, barrels, pool pumps, pool covers and any other similar discarded material;
- 2.12 **By-law Enforcement Officer** means the *person or persons* duly appointed by *Council* as Municipal Law Enforcement Officers for the purpose of enforcing regulatory by-laws of the *Town*;
- 2.13 **Chief Administrative Officer (CAO)** means the CAO for the Town of Cobalt and where applicable includes a person designated by the CAO to perform task or exercise that power in his or her place and stead;
- 2.14 **Chief Fire Official** means the assistant to the Fire Marshal who is the Municipal Fire Chief or a member or members of the fire department appointed by the Municipal Fire Chief under Article 1.1.1.2 of Division C or a person appointed by the Fire Marshall under Article 1.1.1.1 of Division C;
- 2.15 **Christmas Trees** means trees including but not limited to the pine, spruce, balsam or fir species, which are typically decorated for display during the Christmas season;
- 2.16 **Clean Fill** means earth or crushed rock fill (less than 100 mm) or waste of a similar nature that contains neither putrescible material nor soluble or decomposable chemical substances;
- 2.17 **Collection – Bi-Weekly** means materials are collected one day every two weeks;
- 2.18 **Collection -Curbside** means the system of collection of *garbage, recyclable material, bulky items, yard waste* and *organic material* placed in *approved containers* at a *collection location*, which is at or near the curb;
- 2.19 **Collection Location** means the location designated by the *Director of Public Works* for placement of *garbage, recyclable materials* for collection and removal as part of the *Town's* waste collection services;
- 2.20 **Collection -Weekly** means the collection one day every week;

- 2.21 **Common Pad Collection** means the system of collection of *garbage, recyclable material, yard waste* and *organic material* placed in *approved containers* at a shared common area location;
- 2.22 **Contamination** means the co-mingling of an item(s) in garbage/recycling containers referred to in the list below:
- i. Recyclable materials*
  - ii. Garbage*
- Generally refers to any item which is not acceptable in either of the garbage and/or recycling containers, such as *special waste*, or *prohibited waste* as described in Appendix 07 of this By-law. In the case of *recyclable materials*, *contamination* also refers to recyclable items which may be soiled or dirty, which renders such items non-recyclable.
- 2.23 **Containerized Collection** means the system of collection of *garbage, recyclable material* and *organic material* placed in *approved containers* by means of a front-end collection vehicle;
- 2.24 **Contractor** means any person, partnership or corporation and the employees of any such person, partnership or corporation with whom the *Town* has entered into a contract or agreement for the collection or processing of waste;
- 2.25 **Council** means the *Council* of the Town of Cobalt;
- 2.26 **Director of Public Works** means the *Director of Public Works* for the Town of Cobalt and where applicable includes a person designated by the *Director of Public Works* to perform that task or exercise that power in his or her place and stead;
- 2.29 **Environmental Protection Act** means the *Environmental Protection Act*, R.S.O. 1990, c.E.19, as amended;
- 2.30 **E-Waste Items** means electronic items as defined by Phase 1 of the Waste Electrical Electronics Equipment (WEEE) Program and includes: laptop computers, desktop computers, peripherals such as keyboards and mice, monitors, desktop printers, disk drives, printers, fax machines and televisions;
- 2.31 **Farm Waste** means any waste which is the normal by-product of farming operations within the *Town* and excludes construction and demolition materials from any building or structure, compostable materials other than what may result from clearing land for farm operation purposes, recyclable material that can be placed in the curbside collection program and other material deemed unacceptable for disposal at a *landfill site* by the Ministry of Environment or under this By-law;
- 2.32 **Fine Paper** means computer paper and all white and coloured ledger, including writing pad paper, letterhead, reports, business forms, copy paper and scratch pads, flyers and envelopes;
- 2.33 **Fire Prevention Officer** means the *person or persons* duly appointed by *Council* as *Fire Prevention Officer*;



- 2.34 **Gable Top Cartons** means milk and juice cartons constructed of coated paper and opened by unfolding the top;
- 2.35 **Garbage** means all materials permitted to be discarded, save and except those materials defined by this by-law as *bulky items, recyclable material, yard waste, white goods, Christmas trees, organic material and non-collectable waste*;
- 2.36 **Garbage Container** means an approved plastic wheeled container designated to store and collect *garbage*, which meets the requirements established for collection of *garbage*, as described in Appendix 01 of this By-law.
- 2.36 Glass Bottles and Jars** means all glass food and beverage bottles and jars;
- 2.37 **Hazardous Waste** means any material, which is so designated or restricted within the meaning of any Federal or Provincial statute or regulation;
- 2.38 **Household Hazardous Waste** means any *household* product, material, or item labeled as "*hazardous*", "*toxic*", "*explosive*", "*ignitable*", "*corrosive*", "*reactive*" or "*flammable*";
- 2.39 **Imported Waste** means any waste transported into the *Town* from outside of the *Town* by any person;
- 2.40 **ICI** is the abbreviation for Industrial, Commercial and Institutional;
- 2.41 **ICI Establishments** means:
- a) a *Residential* Building – Multi-unit as defined herein;
  - b) an enterprise or activity involving warehousing, storage, industrial manufacturing, commercial processes or operations;
  - c) an enterprise, activity or project involving construction, renovation or demolition;
  - d) research or an experimental enterprise or activity;
  - e) clinics that provide medical diagnosis or treatment;
  - f) laboratories, hospitals or veterinarian or animal hospitals;
  - g) any business establishment including retail stores, offices, restaurants and gas bars;
  - h) any seasonal or temporary business establishment including chip wagons and vegetable stands, Christmas tree sales;
  - i) malls, strip malls, plazas and markets;

- j) an enterprise, activity or project involving landscaping;
  - k) hotel, motel, apartment hotel, hostel, or bed and breakfast establishment;
  - l) campsites (excluding the permanent residence trailer parks);
  - m) any residence with a centralized eating facility including but not limited to senior's home, boarding/rooming houses, shelters, *special needs housing*, nursing homes;
  - n) child care centres;
  - o) educational institutions including but not limited to schools, colleges, and universities and museums;
  - p) residences of all educational institutions including but not limited to universities, colleges and hospitals;
  - q) places of worship;
  - r) any government facility including Provincial Government, Federal Government and National Capital Commission facilities as well as Consulates and Embassies but excluding municipal facilities; or
  - s) any other establishment as designated by the *Director of Public Works*;
- 2.42 **ICI Garbage** includes all *garbage*, which would normally accumulate at any *ICI* establishment, enterprise or activity;
- 2.43 **Landfill Site** means an area of land designated by the *Town* and by the Ministry of the Environment and Climate Change to be used for the disposal of *waste*, *except for items listed in Appendix 02 and in Appendix 07 of this By-law*;
- 2.44 **Magazines/Catalogues** means all *magazines* and catalogues bound with glue or stapled along the spine;
- 2.45 **Metal Food and Beverage Containers** means all steel and aluminum food and beverage cans and containers;
- 2.46 **Municipality** means The Corporation of the Town of Cobalt;
- 2.47 **Newspapers** means all *newspapers* including the inserts that are delivered therein;
- 2.48 **Non-Collectible Waste** means any item designated by *Council* or the *Director of Public Works* which is not permitted to be collected within the *Town's* waste collection system;
- 2.49 **Non-Profit Organization** means a corporation formed as a non share capital corporation under the *Corporations Act*, R.S.O. 1990, c. C.38. Part III, and an unincorporated association, which was formed for the purpose of carrying on without gain for its members and which uses any profits or other accretions to the corporation or unincorporated association in promoting its objects and not for the benefit or gain of its members;

- 2.50 **Old Corrugated Cardboard – OCC** means any paper board product which is composed of a rippled, flute or wave-shaped paper insert with paper liners bonded to the outside of the product and which does not have contaminants;
- 2.51 **Ontario Electronic Stewardship – OES** is a not-for-profit organization formed by retail, information technology and consumer electronic companies to implement the Waste Electrical and Electronic Equipment (WEEE) Program Plan under the Waste Diversion Act;
- 2.52 **Organics Container** means an approved plastic wheeled container designated to store and collect *organic materials*, which meets the requirements established for collection of *organic materials*, as described in Appendix 01 of this By-law;
- 2.53 **Organic Material** means those items described in Appendix 03 or as designated by the *Director of Public Works* to be collected separately for the purpose of *organic materials* collection;
- 2.54 **Owner** includes any registered *owner*, occupant, resident, lessee or tenant of a *residential dwelling* and includes any person managing any *low density residential* building or any *high density residential* building on behalf of the registered *owner*;
- 2.55 **Paint Can** means any empty and dry paint can and falls within the meaning of the definition of "empty container" in the regulations made under the *Environmental Protection Act*;
- 2.56 **Paper Cores** means the cardboard paper roll used for toilet paper or paper towels;
- 2.57 **Pathological Waste** means waste that is:
- a) any part of the human body, including tissues and bodily fluids, but excluding extracted teeth, hair, nail clippings and the like;
  - b) any animal carcass or part of;
  - c) non-anatomical waste infected with a communicable disease;
  - d) medicines, drugs or syringes, and
  - e) bandages, dressings or other infected materials;
- 2.58 **Person** means an individual, corporation, association or other business form;
- 2.59 **Plastic Film** refers to all plastic grocery, retail store, milk bags and pouches, frozen food, bulk food, breads, meat and cheese bags and wrap, over wrap from boxed products, stretch wrap, cereal wrap, snack food bags and the like;
- 2.60 **Police Officer** means a member of the Ontario Provincial Police Service;
- 2.61 **Private Property** means property, which is privately owned and is not the *Town's* property, or property of a local board, or property of the Crown in Right of Ontario, the Crown in Right of Canada or any emanations thereof;

- 2.62 **Prohibited Wastes** means those items described in Appendix 07 or designated by the *Director of Public Works*;
- 2.63 **Public Property** means property, which is the *Town's* property, or property of a local board, or property of the Crown in Right of Ontario, the Crown in Right of Canada or any emanations thereof;
- 2.64 **Recyclable Materials** means those items described in Appendix 02 or as designated by the *Director of Public Works* to be collected separately for the purpose of recycling;
- 2.65 **Recycling Container** means an approved plastic wheeled container designated to store and collect *recyclable materials*, which meets the requirements established for collection of *recyclable materials*, as described in Appendix 01 of this By-law;
- 2.66 **Residential Building – Multi-Unit** means an apartment building containing nine (9) or more dwelling units each of which:
- a) has self-contained living, kitchen and sanitary facilities; and
  - b) is owned or rented on not less than a monthly basis;
- 2.67 **Residential Building – Low Density** means a property on which is situated a duplex, apartment building, townhouse complex, co-operative housing complex or other similar *residential* complex containing eight (8) or fewer *residential dwelling* units and in which no *residential dwelling* unit therein is rented for a term less than a month, or for periodic periods less than one month in length;
- 2.68 **Residential Unit** means one or more rooms connected together as a self-contained, separate unit in the same building comprising all or part of the building and constituting an independent housekeeping unit for *residential* occupancy by *persons* with facilities for *persons* to sleep, cook and eat and including its own sanitary facilities;
- 2.69 **Residential Garbage** includes all *garbage* which would normally accumulate at a *residential dwelling*, a *low density residential building*, or a *multi-unit residential* building, but shall not include *non-collectable waste*;
- 2.70 **Residential Waste Collection System** means the *Town's* municipal waste collection system for *residential garbage*, *recyclable material*, *yard waste material* and/or *organic material*;
- 2.71 **Scavenge** means the unauthorized removal of *garbage*, *recyclable material*, *yard waste* and *organic material* that have either been placed out for collection or in the case of some *containerized* waste, the location where the container is stored and filled before being moved to the *collection location*;
- 2.72 **Semi-automated collection** means manually assisted *automated collection* of waste from *collection locations* in *approved containers*;

- 2.73 **Sharp Items** includes windows, drinking glasses, dishes, ceramics, mirrors, light bulbs, sheet metal and other objects capable of cutting or puncturing but does not include *sharps*;
- 2.74 **Sharps** includes used and unused hypodermic needles, insulin pen tips, lancets and glass pipe stems;
- 2.75 **Single Family Dwelling** means a residence housing one family or household or one that is designed for one family only;
- 2.76 **Solid Waste** means discarded materials which:
- a) Includes, but is not limited to *garbage, bulky items, yard trimmings, household hazardous waste and non-collectable waste*; and
  - b) Are in a solid physical state, as determined by the "slump test" prescribed by the regulations passed under the provisions of the *Environmental Protection Act*; and
  - c) Do not contain any of the unacceptable substances or materials set forth in Appendix 02 to this By-law and such other materials as may from time-to-time be designated by the *Director of Public Works* as waste;
- 2.77 **Special Needs Housing** means a residential complex that contains a centralized kitchen, shared sanitary facilities and common living areas for residents, like shelters, rehabilitation homes, housing for the physically or mentally challenged, group homes and half-way houses;
- 2.78 **Special Waste** means solid non-*hazardous* waste otherwise acceptable for disposal at the *landfill site* but requires additional handling for proper disposal, e.g. asbestos;
- 2.79 **Spoke Transfer Station** means any area of land in the *Town* designated as a *transfer station* by the *Town* for the temporary storage of *recyclable materials* intended to be transferred to a recycling processing facility;
- 2.80 **Street** shall include a common and public highway, road, avenue, street, lane, square, place, thoroughfare, bridge, viaduct or trestle designated and intended for, or used by the general public for the passage of vehicles;
- 2.81 **Town** means the Town of Cobalt and includes a person the *Town* has entered into a contract with to perform all or part of its duties hereunder;
- 2.82 **Transient Waste** shall mean any refuse, *garbage* or waste including *recyclable materials* carried into the Town of Cobalt from outside its boundaries by any person;
- 2.83 **White Goods** includes, but may not be limited to refrigerators, ovens/stoves, washers, dryers, dishwasher, freezer, air conditioning units, microwave ovens and hot water tanks;
- 2.84 **Yard Waste Materials** means those items described in Appendix 04 or as designated by the *Director of Public Works* to be collected separately for the purposes of *yard waste* collection;

## Section 3 – Administration

### 3.1 Municipal Waste Collection Removal and Disposal

The *Town* or its agent shall operate a system for the collection, removal and disposal of *garbage*, recyclable materials, *bulky items* and non-residential *garbage* from *ICI establishments*, multi-unit residential buildings, *low density residential buildings* and *single family dwellings* in accordance with the provisions of this By-law;

### 3.2 Performance of Work described in By-law

The *Town* may contract with any person or company for the performance of the whole of or any part of the work described in this by-law.

### 3.3 Duties -Director of Public Works – Collection Program

The *Director of Public Works* shall supervise and administer a collection system for *garbage*, bulky items, recyclable material, organic materials and *yard waste* and shall be responsible for its operation in accordance to this By-law.

The *Director of Public Works* shall establish waste reduction, recycling and recovery programs as deemed appropriate.

The *Director of Public Works* shall administer the By-law with the power to determine:

- a) the level and type of collection service provided to *single family dwellings*, low density residential buildings, *multi-unit residential buildings* and *ICI establishments*;
- b) the location where *garbage*, *bulky items*, *recyclable materials*, *yard waste* and *organic materials* are placed out for collection at *single family dwellings*, low density residential buildings, *multi-unit residential buildings* and *ICI establishments*;
- c) the scheduling of collection services, including collection day or the changes to collection schedules or services;
- d) whether a building, *collection location*, or property is safe for entry by any employees of the *Town* or its *contractor* having regard to the physical condition and layout, loading facilities, method of handling collectible waste at the building, *collection location* or property;
- e) designate *new types of non-collectable waste* and new types of *recyclable materials* and *organic materials*; and
- f) any other matter necessary for the administration of this By-law.

Should emergency conditions arise that, in the opinion of the *Director of Public Works*, imperil municipal *landfill site*, recycling, *yard waste* or organic facilities, the *Director of Public Works* shall:

- a) take all remedial measures as may be necessary to protect public health, which may include limiting or stopping the collection of *garbage*, recycling, *yard waste* or *organic materials* in any area and restricting collection for any specific purpose;
- b) expend money and employ workers as needed to restore the *Town's solid waste* system; and
- c) report to *Council* as soon as practical after such measures have been taken.

#### 3.4 Duties -Director of Public Works – Acceptance of Waste at Disposal Site

The *Director of Public Works* is authorized, subject to any limitations contained in this By-law or applicable legislation, to do each of the following with respect to accepting *solid waste* at a *landfill site*:

- a) negotiate the terms and conditions of an agreement accepting waste, other than recyclable materials, into a *landfill site* where not otherwise authorized under this By-law, and recommend such agreement to *Council*; and
- b) negotiate the terms and conditions of an agreement accepting recyclable materials at a *transfer station* where not otherwise authorized under this By-law, and to sign such an agreement;

#### 3.5 Duties -Director of Public Works – Guidelines

The *Director of Public Works* is authorized, subject to any limitations contained in this By-law or applicable legislation, to establish from time-to-time, guidelines:

- a) for the disposition of various forms of waste in accordance with federal or provincial statutes and regulations and municipal by-laws;
- b) as to what constitutes *non-collectible waste* and other forms of waste for which no waste collection services are available; and
- c) for the packing of various forms of waste;

#### 3.6 Duties -Director of Public Works – Residential Densities

The *Director of Public Works* is authorized, subject to any limitations contained in this By-law, to determine whether a property is a *residential* building – multi-unit, or a *residential* building -low density, by reference to the number of *residential* dwellings recorded for that property in the data base maintained, and operated by the Municipal Property Assessment Corporation (MPAC) and used by the *Town*;

#### 3.7 Duties -Director of Public Works – Amnesty Program

The *Director of Public Works* is authorized, subject to any limitations contained in this By-law, to establish for the purposes of Appendix 05 to this By-law, the associated dates for the annual amnesty program.

### *3.8 Duties -Director of Public Works – General Provision*

The *Director of Public Works* is authorized, subject to any limitations contained in this By-law or applicable legislation to deal with any other matter assigned to the *Director of Public Works* by this By-law or necessary for the administration of this By-law.

### *3.9 Duties -Finance Department*

The Finance Department shall invoice and collect the *solid waste* fees or charges related to waste diversion, collection and disposal and implement enforcement provisions for outstanding fees or charges.

### *3.10 Exception – Non-Taxable Properties*

Despite anything contained in this By-law, the *Town* shall not provide *garbage* or *recycling collection* services, except by agreement, to any land or building owned or leased by the Crown in right of Canada, the Crown in right of Ontario, a school board, a university, a community college, a hospital, or to any property for which no taxes are paid and for which no grants in lieu are received.

### *3.11 Refusal to Collect*

The *Town* or its *contractor* will not collect material from a property otherwise entitled to collection services for various materials if:

- a) the material is not packed appropriately;
- b) the material is not in the *approved container*;
- c) the container is not placed properly at the *collection location*;
- d) the material is frozen or stuck to, or in the container; or
- e) the material is not generated in a *residential dwelling* unit in that property, as determined by the *Director of Public Works* in his/her sole discretion.

### *3.12 Collection of Bulky Items*

The *Town* does not collect bulky items of any nature. Individual property *owners* and *ICI establishments* are responsible for the proper disposal of bulky items. *Bulky items* can be disposed of at a *landfill site* in accordance to the applicable tipping fee, outlined in Appendix 06 attached hereto.

### *3.13 Collection of Organic Materials*

The *Town* does not separately collect *organic materials* of any nature, using an *organics container*. *Organic materials* can be disposed of in the *garbage container* or at the *landfill site* in accordance to the applicable tipping fee, outlined in Appendix 06 attached hereto.

### *3.14 Municipal Hazardous or Special Waste*

The *Town* does not collect on a regular basis Municipal *Hazardous* or *Special Waste* (MHSW). The *Town* does endeavour to provide at least annually, a MHSW collection event (Orange Drop) arranged and organized by the *Director of Public Works*.



### 3.15 Waste Diversion Plan

The Town requires waste diversion plans from construction, renovation and demolition (CRD) projects, in accordance with the Town's construction and demolition application process, to maximize the amount of CRD waste diverted from disposal through salvage, reuse and recycling.

### 3.16 Approved Container – Responsibility

- 3.16.1 The *approved container(s)* shall be the container(s) provided by the *Town* designed for *automated collection*. The container(s) is/are assigned to the designated property, and not to the property owner.
- 3.16.2 Any owner, or building owner shall only utilize the container(s) provided by the Town for the *automated collection* of waste.
- 3.16.3 *Owners*, or *building owners* shall maintain the approved container(s) at the *owner* or *building owner's* expense, and shall secure and store the approved containers at all times at the assigned property.
- 3.16.4 If either a *garbage container* or a *recycling container* is damaged by the collector or by snow removal equipment, the *owner* to whom the bin is issued may make a request to the *Town* to repair the bin at no cost to the *owner*. If either a *garbage container* or a *recycling container* is damaged through non-compliance with any part of this by-law, neglect and/or wilful damage, the *owner* shall be responsible for the full cost of replacement of the container or parts for the containers, along with any other applicable fees or charges.
- 3.16.5 If either a *garbage container* or a *recycling container* is stolen, the *owner* shall contact the local police detachment to file a police report. The *owner* shall provide the *Town* with a copy of the police report prior to issuing a new *garbage container* or *recycling container* at no cost to the *owner*.
- 3.16.6 Under no circumstances shall any *owner* or *building owner* alter or modify the *garbage containers* and/or *recycling containers* without the written consent of the *Director of Public Works*, for the purpose of changing the intended use of said containers.
- 3.16.7 *Garbage containers* and *recycling containers* are identified by serial numbers designated to a specific property address. Any person who violates, contravenes, or fails to observe and carry out any provisions of this By-law are subject to penalty according to Section 10 of this By-law.
- 3.16.8 It is the responsibility of an *owner* or *building owner* to ensure that *recycling containers* are free of *contamination* and that *garbage containers* are free of *recyclable materials*. Containers that are contaminated will not be collected and could lead to suspended or discontinued collection services due to noncompliance. Containers contaminated shall be charged a fee in accordance with Section 10 of this By-law. Any person caught contaminating another *owners'* garbage and/or recycling containers, will face penalty under Section 10 of this By-law.

3.16.9 No *owner* or *building owner*, shall set out a container for collection that:

- ☐ Is not an *approved container*;
- ☐ Has not been assigned to the property;
- ☐ Is damaged to the extent that it is unsafe to manoeuvre;
- ☐ Has graffiti;
- ☐ Is not placed properly placed at the *collection location*;
- ☐ Has not been cleared of snow and/or ice
- ☐ Is secured with bungee cords, ties, or other lid securing device(s); and/or
- ☐ Is unclean or unsanitary.

### 3.17 Storage Area for Approved Container

No person shall store any type of materials for collection except in an *approved container* placed in a location on their property which is not a nuisance to any neighbour.

Under no circumstances shall an *approved container* be stored at the current pick-up location unless authorized by the *Town*.

The *Director of Public Works* may determine where approved containers shall be located and his/her determination shall be final.

Every registered *owner* of a property, who has established a container storage area, shall keep the storage area in a clean, sanitary condition and in a good state of repair.

### 3.18 Temporary Collection Location – Construction/Development

When *curbside collection* is disrupted due to development construction or when access to the *collection location* is blocked, it is the responsibility of the developer at the developer's sole expense to move *approved containers* for collection where collection equipment can safely collect the material.

The developer at is his sole expense shall return all empty containers to the appropriate location at the end of the collection day.

Where material cannot be moved to a temporary *collection location*, the developer or the developer's *contractor* is responsible for an alternative collection of the material to the satisfaction of the *Director of Public Works*.

## **Section 4-Collection Program – Residential**

### *4.1 Limits on Residential Collection Services*

The *Town* will not provide waste collection services to any *residential* property in the *Town* for any form of waste, except as provided for in this Section.

### *4.2 Places of Worship*

Places of Worship are included in the definition of Industrial-Commercial-Institutional (*ICI*). Despite being so defined, if a place of worship can meet the *residential* collection limits, the *Town* shall provide collection services to the place of worship.

### *4.3 Collection of Yard Trimmings*

The *Town* does not collect yard trimmings of any nature, unless authorized by the *Director of Public Works*. Individual property owners are responsible for the proper disposal of yard trimmings. Yard trimmings can be disposed of at a *landfill site* in accordance to the applicable tipping fee, described in Appendix 06 of this By-law.

### *4.4 Single Family Dwelling*

The *Town* will provide *garbage* and recycling collection services to each *single family dwelling* by supplying one (1) 65 – gallon *garbage container* and one (1) 95 – gallon *recycling container* each designed for *automated collection*.

### *4.5 Residential Building – Low Density*

The *Town* will provide *garbage* and recycling collection services to *low density residential buildings* eight (8) units and under. The service will be provided in the form of:

- i. *Containerized Collection* -one (1), two (2) yard dumpster for *garbage* and one (1), two (2) yard dumpster for *recyclable materials*; or
- ii. *Automated Collection* -65 gallon containers for *garbage* and 95 gallon containers for *recyclable materials*.

The quantities of containers will be based on the maximum number of residential units within a *residential building*. An owner of a *low density residential building* may choose the quantity of the *garbage* and *recycling containers*, but if no choice is made, the *Director of Public Works* will select the default quantity of containers, i.e. one set per residential unit.

*Low-density residential buildings* containing four (4) units and under, shall not be eligible for *containerized collection* services for *garbage* or *recyclable materials*.

### *4.6 Residential Building – Multi-unit*

Waste services for *multi-unit residential buildings* of nine (9) or more units, will be the responsibility of the *building owner*, except by agreement with the *Town*.

#### 4.7 Waste Diversion Levy

Each residential unit receiving waste collection services through the Town will be subject to a waste diversion levy outlined through By-law.

#### 4.8 Semi-Automated Collection

Where collection cannot be made under subsection 4.8a, 4.8b, 4.8c, 4.8f and/or 4.8h, and where a *residential dwelling* or a *low density residential building* served by a maintained street whereby, in the opinion of the *Director of Public Works*, the *Town* or its *contractor* can safely drive to a *common pad location*, located adjacent to the street, will collect *garbage* and/or *recyclable materials* from *approved containers* by using *semi-automated collection*, and return the containers to the *common pad location*. The *collection location* for the *approved containers* must be large enough to place all containers on the collection day to allow easy movement for the operator.

#### 4.9 Placing of Containers for Collection – Timing

- 4.9.1 *Approved containers* placed for roadside collection at ground level shall not be set out earlier than 8:00 p.m. on the evening before collection, but no later than 6:30 a.m. on the designated day for collection. An *owner* or a *building owner* shall remove or return any empty container, and/or non-compliant and uncollected waste to the owner's private property prior to 10:00 p.m. on the day of collection.
- 4.9.2 The *Town* or its *contractor* will not be responsible for missed collections; *approved containers* placed at the *collection location* outside of the times described in section 4.9.1 of this By-law may not be collected.

#### 4.10 Frequency of Collection Services/ Limitations

- 4.10.1 The *collection* program is one day per week alternating weekly between *garbage* and *recyclable materials*.
- 4.10.2 A *building owner* of a *low-density residential building* shall be responsible for the cost of any additional services and waste collections above the limits prescribed in this By-law. The *building owner* must provide permission to the *contractor* for additional services.
- 4.10.3 For *residential dwellings* or *low density residential buildings* receiving *containerized collection*, the bi-weekly limits per residential unit shall be:

#### 4.11 Collection -Statutory Holidays

No curbside collection shall be made on the following holidays which fall on normal collection days: New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day, or any other day designated as a holiday, unless an emergency or exceptional situation, as deemed by the *Town*, arises and collection must occur on a holiday.

When a normal curbside collection day falls on a holiday, the collection shall be made one (1) day later, or as advertised by the *Town* or its *contractor*.

#### 4.12 *Packing Materials – General Guidelines*

4.12.1 Every *owner* or *building owner* entitled to receive collection services shall:

- a) Ensure that any wet waste such as food waste, food contaminated paper, kitty litter and any other compostable material is wrapped in absorbent material and placed in a leak-proof container or bag prior to placement in the approved container;
- b) place all *garbage* in the approved *garbage container* and all *recyclable materials* in the approved *recycling container*;
- c) forthwith clean up any mess or debris created if all or any waste spills from, or for any reason is no longer contained in the appropriate approved container; and
- d) place all materials into the appropriate container allowing the lid to close completely, while ensuring materials are not packed too tightly that waste cannot be readily emptied;
- e) place the approved container with the arrows on the lid pointing towards the *street*, and not placed at a *collection location* that knowingly obstructs pedestrian and vehicular traffic or maintenance operations; and
- f) keep *approved container* clear of snow and/or ice for the lid to open easily when emptied using *automated collection*.

4.13.2 No *owner* of a *residential dwelling* or *low density residential building* on a property entitled to receive collection services from the *Town* shall:

- a) mingle any *prohibited waste* with permitted collectable materials;
- b) place more than the *approved containers* at a *collection location* for that property; or
- c) store, place or leave waste in a location which is a nuisance to a neighbour or to the public, whether or not in an *approved container*.

#### 4.14 *Assisted Waste Collection Program*

The *Town* shall provide an assisted waste collection program to an *owner* of a *residential dwelling* who receives residential curbside collection, provided that the *owner* meets eligibility requirements and completes the Assisted Waste Collection Service Application Form. Acceptance is at the discretion of the *Director of Public Works*, and is subject to an annual review.

As a condition of service under this section, the *owner* shall ensure that the *approved containers* are at all times freely accessible and not enclosed within any building or restricted area, and shall comply with the Packing Materials – General Guidelines as described in section 4.13.1 and 4.13.2. At no time shall the safety of *Town* employees or its *contractors* be jeopardized. The *Town* and its

*contractor* are not responsible for any property damage as a result of executing this service.

## **Section 5 -Collection Program – Industrial Commercial and Institutional**

### *5.1 ICI Collection Services*

The Town will not provide waste collection services to any Industrial, Commercial and Institutional (ICI) establishment for any form of waste, except as provided for in this Section.

### *5.2 Frequency of Collection Services / Limitations*

- 5.2.1 The *Town* may provide each *ICI establishment* with one (1) 65 – gallon *garbage container* and up to three (3) 95 – gallon *recycling containers*, each designed for *automated collection*.
- 5.2.2 Where access is restricted or limited for automated collection or for semi-automated collection, alternative collection methods may be approved by the *Director of Public Works*.
- 5.2.3 The collection program is one day per week alternating weekly between *garbage* and *recyclable materials*. The bi-weekly limits per commercial unit shall be:
  - i. *Garbage* – four (4) regular sized garbage bags (26" x 32.5"), or capacity not to exceed a 65 gallons; and
  - ii. *Recyclable Materials* – the equivalent of eighteen (18) regular sized garbage bags (26" x 32.5"), or capacity not to exceed a 285 gallons;
  - iii. *Non-collectable Waste* – not permitted.

### *5.3 Waste Diversion Levy*

Each *ICI establishment* receiving waste collection services through the *Town* will be subject to a waste diversion levy outlined through By-law.

### *5.4 Semi-Automated Collection*

Where collection cannot be made under subsection 5.4a, 5.4b, 5.4c and/or 5.4f, and where an *ICI establishment* served by a maintained street whereby, in the opinion of the *Director of Public*

*Works*, the *Town* or its *contractor* can safely drive to a *common pad location*, located adjacent to the street, will collect *garbage* and/or *recyclable materials* from *approved containers* by using *semi automated collection*, and return the containers to the *common pad location*. The *collection location* for the *approved containers* must be large enough to place all containers to allow for easy movement for the operator on the day of collection.

#### 5.5 *Placing of Materials for Collection – Timing*

5.5.1 *Approved containers* placed for roadside collection at ground level shall not be set out earlier than 5:00 p.m. the evening before collection, but no later than 6:30 a.m. on the designated day for collection. An owner or a building owner shall remove or return any empty container, and/or non-compliant and uncollected waste to private property no later than 5:00 p.m. the day of collection.

5.5.2 The *Town* or its *contractor* will not be responsible for missed collections; *approved containers* placed at the *collection location* outside of the times described in section 5.5.1 of this By-law may not be collected.

#### 5.6 *Packing Materials – General Guidelines*

5.6.1 Every *ICI establishment* entitled to receive collection services shall:

- a) Ensure that any wet waste such as food waste, food contaminated paper, and any other compostable material is wrapped in absorbent material and placed in a leak-proof container or bag prior to placement in the appropriate container;
- b) place all *garbage* in the *approved garbage container* and all recyclable materials in the *approved recycling container*;
- c) forthwith clean up any mess or debris created if all or any waste spills from, or for any reason is no longer contained in the appropriate *approved container*; and
- d) place all materials into the appropriate container allowing the lid to close completely, while ensuring materials are not packed too tightly that waste cannot be readily emptied; and
- e) place the *approved container* with the arrow on the lid pointing towards the street, and not placed at the *collection location* to knowingly obstruct pedestrian and vehicular traffic or maintenance operations.
- f) keep *approved container* clear of snow and/or ice for the lid to open easily when emptied using *automated collection*.

5.6.2 No *owner* of an *ICI establishment* entitled to receive collection services from the *Town* shall:

- a) mingle any *prohibited waste* with permitted collectable materials;
- b) place more than the *approved containers* at a *collection location* for that property; or
- c) store, place or leave waste in a location which is a nuisance to a neighbour or to the public, whether or not in an *approved container*.

## Section 6 -Private Waste Collection Operations

### 6.1 Collection Services

The *Town* does not operate any type of collection service for *ICI establishments or multiunit residential buildings*, within the boundaries of the *Town* that cannot meet the residential limitations or the *ICI* limitations established in Section 4 and in Section 5 of this By-law respectively.

### 6.2 Arrangements for Private Collection

The registered *owner* of a property shall arrange for private collection services if:

- a) the registered owner of a property is not entitled to receive collection services from the *Town*;
- b) collection services have been suspended, revoked or discontinued for any type of waste;
- c) limitations established in Section 4 or in Section 5 of this By-law are exceeded; or
- d) waste is of a type for which collection services are not provided by the *Town*.

### 6.3 Private Collection – Provisions

The registered *owner* of a building or property who is required to arrange for private collection services shall ensure:

- a) that all waste material is stored in properly constructed and maintained waste storage containers;
- b) every storage container is emptied as necessary to prevent development of odours or other nuisances;
- c) ensure material does not overflow the storage container and lids or doors of storage containers are kept closed;
- d) a container storage enclosure is provided which is adequate to contain all of the storage containers used or provided for use by the *owners*;
- e) that every storage container and any enclosure or other structure or building provided for the housing of storage containers are at all times maintained in a secure, clean; dry and sanitary condition, to prevent entry of or occupation by rodents, insects or other vermin;
- f) that the waste material is conveyed to the point of disposal at the expense of the consignee or *owner* of such waste;
- g) provide proof if requested by the *Director of Public Works* that the waste has been transported to an appropriate *landfill site* in accordance with this By-law or legislative requirements;
- h) that material is not placed out for collection unless otherwise permitted by this Bylaw; and
- i) *prohibited waste(s)* and *recyclable materials* is/are kept separate from all other waste including other forms of *prohibited waste* and such *prohibited waste* is stored in a storage container adequate for the safe storage and disposal of the *prohibited waste(s)*.



#### *6.4 Responsibility of Landlords and Condominium Corporations*

It shall be the duty of the landlord of an of a *residential building – multi-unit*, and the duty of a condominium corporation to supply and maintain a sufficient number of approved receptacles for each dwelling and such other equipment as may be necessary for the orderly disposal of *garbage* and *recyclable materials*. The landlord or condominium corporation shall provide a common place where the approved receptacles shall be properly stored and available for the occupants' use in order to facilitate collection.

### **Section 7 -Municipal Landfill Site/Spoke Transfer Station**

#### *7.1 Landfill Site/ Spoke Transfer Station – General Restrictions*

- 7.1.1 No person shall deposit waste at any *landfill site* or at the *spoke transfer station* outside the hours of operation as determined by the *Director of Public Works* and posted at the site, unless where approved waste disposal containers have been provided for that purpose.
- 7.1.2 No person shall, except as provided herein, deposit any *prohibited waste* at any *landfill site* or at the *spoke transfer station*.

- 7.1.3 No person shall deposit at a *landfill site* any *recyclable materials*, any *electronic waste* or any other form of waste determined by the *Director of Public Works* collectable under another type of diversionary program.
- 7.1.4 No person shall deposit at a *landfill site* or at the *spoke transfer station* any *bulky item*, tires, or any other form of waste determined by the *Director of Public Works* to require segregation or special handling, except at the designated location as directed by the site attendant.
- 7.1.5 No person shall deposit septic tank effluent at any location in a *landfill site*, or at the *spoke transfer site*.
- 7.1.6 No person shall deposit any burning material or set any fire at any *landfill site* or at the *spoke transfer station*.
- 7.1.7 No person shall deposit waste at the gate or entrance to a *landfill site* or to the *spoke transfer station*, or at any place other than the place designated for its receipt thereat.
- 7.1.8 No person shall neglect or refuse to provide proof of the origin of waste tendered for disposal at a *landfill site* or at the *spoke transfer station* when such is demanded, provided that in lieu of providing such proof the person tendering the waste may remove it without unloading it.
- 7.1.9 No person shall deposit waste at any *landfill site* or at the *spoke transfer station* when the attendant at the site refuses deposit of the waste on the grounds that the origin of the waste has not been satisfactorily proven.
- 7.1.10 No person shall deposit waste at any *landfill site* or at the *spoke transfer station* when such deposit has been forbidden by the *Director of Public Works*.
- 7.1.11 No person shall operate a motor vehicle at a *landfill site* or at the *spoke transfer station* other than on a designated route, without due care and attention and at a greater than the posted rate of speed.
- 7.1.12 No person shall salvage at any *landfill site*, *spoke transfer station* or *collection location* without the prior written approval of the *Director of Public Works*.
- 7.1.13 No person shall transport waste to or at any *landfill site* or the *spoke transfer station* except in properly covered containers or in carts, wagons, or vehicles, totally enclosed or covered in canvas, tarpaulins or nets, so fastened down around the edges to prevent any of the contents from falling upon the ground during transport.
- 7.1.14 No person shall deposit waste at any *landfill site* or at the *spoke transfer station* while barred from doing so pursuant to this By-law.
- 7.1.15 No person shall deliver any tires to any *landfill site* co-mingled with any other waste.

- 7.1.16 No person shall deposit tires with attached rims at any *landfill site* or *spoke transfer station*.
- 7.1.17 No person shall mix *white goods* with other waste delivered to the *landfill site* or the *spoke transfer station*, including waste delivered by municipal crews or municipal contractors.
- 7.1.18 No person shall deposit any freon containing appliance at a *landfill site* or the *spoke transfer station* in any location other than the location designated by the *Director of Public Works* for that purpose.
- 7.1.19 No person shall deposit any freon containing appliance at a *landfill site* unless in an upright position.
- 7.1.20 No person shall attend at any *landfill site* or at the *spoke transfer station* except for the purposes of depositing waste, or for other lawful business, without the written approval of the *Director of Public Works*.
- 7.1.21 No person shall trespass on any *landfill site* or the *spoke transfer station*.
- 7.1.22 No person shall deliver or deposit at any *landfill site* any *transient waste* or waste which does not comply with this By-law or unload such waste. Whether unloaded or not, all such waste shall be removed by or at the expense of the person seeking to dispose of it.
- 7.1.23 No person shall deliver or deposit at the *spoke transfer station* any *transient waste* unless they have entered into an agreement with the *Town*.

## 7.2 Asbestos Disposal

No person shall unload or dispose of *asbestos*, unless such unloading or disposal is in accordance with the following conditions:

- a) All *asbestos* must be contained in a rigid, impermeable, sealed container of sufficient strength to accommodate the weight and nature of the waste. If the container is a cardboard box, the waste must be placed in a polyethylene bag placed within the box. The container must be free from punctures, tears or leaks. The external surface of the container and the vehicle used for the transport of the *asbestos waste* must be free from *asbestos waste*;
- b) During unloading, the packaged *asbestos waste* materials shall be handled individually and care taken to place the package in the designated area to avoid spillage. This unloading shall be the responsibility of the *contractor* and shall not be done by a landfill facility operator;
- c) The unloading shall only be done in the presence of a landfill facility operator to ensure that no loose *asbestos* or broken containers are unloaded and that no airborne particulate is generated;
- d) In the event that loose *asbestos* or broken containers are found, the haulage vehicle operator shall repackage the material with additional containers or bags;

- e) The containers shall be placed directly in the designated area which has been prepared by the landfill facility operator and immediately after unloading, the containers shall be covered by the operator; and
- f) The *Town* shall be contacted twenty-four (24) hours prior to delivery to allow for preparation of the location.
- g) Asbestos is only accepted by appointment booked in advance. The *Director of Public Works* reserves the right to limit or refuse the acceptance of asbestos.

### 7.3 Refusal Rights

The *Town* reserves the right to refuse the disposal of any material of a questionable nature or origin. Despite such under special or emergency conditions, the *Director of Public Works* may accept wastes which have been approved by the Ministry of the Environment and Climate Change.

### 7.4 Order to Leave Disposal Site/Spoke Transfer Station

The *Director of Public Works*, or an employee or agent of the *Town* who is designated as being in charge of a site may at any time order any person to forthwith leave the *landfill site* or *spoke transfer site* if such person:

- a) is scavenging;
- b) is depositing waste contrary to this By-law;
- c) is conducting any illegal activity; or
- d) has no lawful reason to be at the *landfill site* or at the *spoke transfer station*.

### 7.5 Trespassing – Police Assistance

If any such person fails or refuses to leave in response to an order under Subsection 7.4, the *Director of Public Works* or an employee or agent being in charge of a *landfill site* or the *spoke transfer station* may call for police assistance and cause trespass charges to be laid.

### 7.6 Landfill Site Operation – Scales

Where available no person shall enter a *landfill site* for the purpose of unloading or disposing of any materials without first having the vehicle weighed on the weigh scales as directed by the scale attendant, and paying the required fee as established in Appendix 06 of this By-law.

### 7.7 Landfill Site/ Spoke Transfer Station Operation – Disposal Fees and Surcharges

- 7.7.1 The *Town* may from time-to-time establish rates or fees for the use of the *landfill site* or the *spoke transfer sites* by amendment to Appendix 06, and may inform users of the facilities of any changes to the disposal fees by posting notice at the disposal facilities and/or sites.

- 7.7.2 Every person shall pay the applicable disposal fees and surcharges in full by cash or certified cheque to the attendant before leaving the facility and/or site unless a charge account has been approved in accordance with *Town* policy.
- 7.7.3 Any person applying the disposal fees or surcharges to a charge account in good standing will be required to provide the vehicle license plate to the attendant for proper processing of said account.
- 7.7.4 Every person, group or municipality located outside the boundaries of the *Town* who disposes of *recyclable materials* at the *spoke transfer station* must have approval from the *Director of Public Works*, and have entered into a formal agreement with the *Town*. Fee associated with the disposal agreement shall be in accordance with Appendix 06 of this By-law.

#### *7.8 Landfill/Spoke Transfer Station Operation – Hours of Operation*

The *landfill site* and/or *spoke transfer station* shall be open to the public at times determined by the *Director of Public Works*.

## **Section 8 -Private Landfill Sites**

### *8.1 Authorization to Operate Private Landfill Site*

No person shall operate a privately-owned *waste disposal site* or other operation for the disposal of waste, either for his or her own use or the use of others, without having first applied for and received authorization therefore from the Ministry of the Environment and Climate Change.

### *8.2 Right to impose conditions for Operation of Private Landfill Site*

The *Town* may impose such facilities as it may deem fit when dealing with any such applications, and the applicant shall thereafter maintain his or her operation in conformity with any Municipal By-law or conditions included in the ECA as issued by the Ministry of the Environment and Climate Change.

### *8.3 Other Approvals required to Operate Private Landfill Site*

All privately-owned *waste disposal* operations shall also comply with and be operated in accordance with all relevant *Town*, Provincial and Federal approvals and standards and with the approval, when required, of the Medical Officer of Health.

## **Section 9 -General Provisions and Prohibitions**

### *9.1 General Waste Provisions*

- 9.1.1 All waste contained within the *approved containers* when placed at the *collection location* are the responsibility of the *owner* or *building owner*. No person in the *Town* shall, unless authorized by the *Director of Public Works*, scavenge, pick over,

interfere with, remove or scatter any waste or cause or permit the scavenging, picking over, interference with, removal or scattering of any waste, placed at a *collection location* for collection, whether or not in an *approved container*. This shall also apply to all *recyclables materials* at *Town* facilities. Once waste enters the collection vehicle, it becomes the property of the *Town*.

## 9.2 *Placement of Containers for Collection -Location*

Containers placed for roadside collection at ground level shall be placed in accordance to the following:

- a) *Street* with concrete/asphalt curb – placed directly behind the curb;
- b) *Street* with sidewalk adjacent to concrete curb – placed directly behind the curb;
- c) *Street* with gravel road shoulders – placed directly on road shoulder;
- d) *Street* designated public lane – placed as close as possible to the edge of the public lane;
- e) Shall not place containers to knowingly obstruct pedestrian and vehicular traffic or maintenance operations, and not in a location which the *Director of Public Works* deems unreasonable, inefficient or dangerous;
- f) Of sufficient dimensions to enable the *Town* or its *contractor* to collect waste pursuant to this By-law within the collection vehicle; i.e. no closer than three (3) feet from any obstacle such as mailboxes, hydro poles, telephone poles, parked vehicles, snow banks, etc.;
- g) Shall keep the *collection location* clear of snow and litter;
- h) Shall keep the *collection location* in such as manner suitable for *automated collection* without the operators being required to make manual adjustments to allow for pick-up of containers. Seasonal changes may require change of location for collection to be determined by the *Director of Public Works*;
  - i. The *Town* or its *contractors* will not be responsible for emptying containers that are inaccessible to the collection vehicle.
  - ii. The operator is not required to exit the collection vehicle to facilitate *automated collection*; and
  - i) Where for any reason, collection of containers cannot be made from the location specified in this By-law, containers shall be placed at locations designated by the *Director of Public Works* and his/her decision shall be final.

9.2.1 No person shall place any form of waste at the *collection location* for a property unless waste collection services are provided for that type of waste at that property;

9.2.2 No person shall place any form of waste at the *collection location* for a property entitled to receive waste collection services unless the waste was generated in that property;

9.2.3 No person shall, unless authorized by the *Director of Public Works* in writing, throw, cast or

otherwise deposit or cause to be deposited or permit any *contractor*, agent or employee of such person to throw, cast or otherwise deposit any waste whatsoever on or in any *street, public property, private property*, vacant lot, yard or watercourse;

9.2.4 No person, unless authorized by the *Director of Public Works*, in writing, place waste on *public property* for collection by a private collection agency, municipal forces or an agent of the *municipality*;

9.2.5 No person shall permit any animal owned by him or her or under his or her control to pick over, interfere with, remove or scatter any waste placed out for collection;

9.2.6 No person shall deposit waste generated on *private property* into or beside public waste receptacles located on public streets/properties;

9.2.7 No person shall deposit or cause to be deposited any waste within the *Town* limits other than in authorized *landfill sites*; provided however this shall not prohibit the use of natural soil, earth, sand, clay, gravel, loam, stones or any similar excavated material to fill low lots within the *Town*;

9.2.8 No person shall allow any liquid matter from any cesspool, septic field or vehicle or allow any other objectionable liquid from any source whatsoever, to flow or drain upon *streets* roadsides, ditches, gutters, public lands or private lands;

### 9.3 *Pet Excrement*

An *owner* of a *residential dwelling* unit may dispose of pet excrement from any household pet, such as from dogs or cats with *garbage* provided the *owner* first wraps in absorbent paper, any feces which cannot be flushed in a sanitary manner, places same in a sealed leak-proof bag, which is mixed in with *garbage* which contains by volume, not more than 10% pet excrement.

An *owner* of a *residential dwelling* unit may deliver pet excrement to a *landfill site* provided the *owner* wraps the *pet excrement* in absorbent paper and places same in a sealed leak-proof bag, inside a further sealed leak-proof bag; and at the time of delivery notifies the operator at the *landfill site* of the contents of the bag.

### 9.4 *Animal Carcasses*

The carcasses of dead animals are not permitted to be disposed of at the *spoke transfer station*, or through *curbside collection*.

### 9.5 *Order to Remove Waste*

The *Director of Public Works* may give written notice to the person who places waste on *public property* advising that if such person fails to remove the waste or cause the waste to be removed, within the time specified in the notice, the *Town* may remove the waste at the expense of the person who generated the waste.

### 9.6 *Failure to adhere to Written Notice to Remove Waste*

If any person or *persons* given written notice by the *Director of Public Works* to remove waste

neglects or fails to remove such waste within 24 hours, or such longer time as may be specified in the notice for doing so, the *Director of Public Works* is hereby authorized to have the waste removed at the expense of the person or *persons* to whom notice was given.

#### *9.7 Costs incurred for Removal of Waste Applied to Property*

The *Town* shall charge all costs incurred for the removal of the waste, including the expenses of the *Town*, to the person or *persons* to whom notice was given and if notice was given to more than one person, each person shall be jointly and severally liable for payment of the total expense.

#### *9.8 Costs Recoverable in like manner as Municipal Taxes*

If payment is not made within thirty (30) days of the date on the written notice, the *Town* may recover the outstanding amount by action or in the case of a registered *owner*, the same may be recovered in like manner as municipal taxes, in the sole discretion of the *Director of Public Works*, and the Treasurer is hereby authorized to take all necessary action to do so.

#### *9.9 Suspension of Waste Collection Services – Notice*

Where a registered *owner* and/or occupant contravene any of the provisions of this Bylaw, the *Director of Public Works* may in his or her sole discretion give notice in writing to the registered *owner* mailed by registered mail advising of the particulars of the default or defaults under this By-law and that the *Director of Public Works* may suspend, revoke or discontinue waste collection services unless the registered *owner* ensures that the specified default or defaults under the By-law is (are) remedied within the time specified in the notice and the Registered *Owner* and all *owners* therein, thereafter comply with the By-law.

#### *9.10 Suspension of Waste Collection Services – Order to Suspend*

Where, in the opinion of the *Director of Public Works*, there has been a failure to comply with the Notice or on a subsequent contravention of the By-law, and it is deemed appropriate to do so, the *Director of Public Works* may issue an Order to suspend, discontinue or revoke collection services to that property.

#### *9.11 Suspension of Waste Collection Services – Notice of Order*

Notice of the Order of the *Director of Public Works* shall be given in writing, delivered by registered mail to the registered *owner* at the address noted in the *Town's* tax rolls as the address for the registered *owner* of that property.

#### *9.12 Suspension of Waste Collection Services – Termination of Order*

Any registered *owner* may apply to the *Director of Public Works* in writing for termination of the Order, and upon the registered *owner* satisfying the *Director of Public Works* that he or she and all *owners* within the property are then in compliance with this By-law and that further contravention of this By-law is unlikely to occur, the *Director of Public Works* in his or her sole discretion may:

- a) terminate the Order, in whole or in part;
- b) reinstate full or partial waste collection services subject to such conditions or terms as he or she considers appropriate; or



c) make a new Order, on different terms.

## **Section 10 -Prohibitions, Enforcement and Penalties**

### *10.1 Penalties – Individuals*

Every person who contravenes any provision of this By-law is guilty of an offence and on conviction is liable:

- a) on a first conviction, to a fine of not more than \$10,000; and
- b) on a subsequent conviction to a fine of not more than \$25,000 as authorized by the Municipal Act S.O 2001 Chapter 25 Section 77(1)

### *10.2 Penalties – Corporation*

Despite subsection 10.1, where the person convicted is a corporation, the maximum fines in Subsections 10.1 a) and 10.1 b) are \$50,000 and \$100,000 respectively as authorized by the Municipal Act S.O. 2001 Chapter 25 Section 77(2).

### *10.3 Liability for Breach of a Provision of this By-law*

When a person has been convicted of an offence under this by-law:

- a) The Provincial Offences Court of the Judicial District of Temiskaming, or
- b) Any court of competent jurisdiction thereafter may in addition to any other penalty imposed on the person convicted, issue an order prohibiting the continuation or repetition of the offence or the doing of any act or thing by the person convicted directed toward the continuation or repetition of the offence.

### *10.4 Subsequent Conviction*

In this By-law, a subsequent conviction means a conviction for an offence which offence occurs after the date of conviction for an earlier offence under this By-law.

### *10.5 Set Fines*

10.5.1 Alternatively, at the discretion of the Corporation, pursuant to Part 1 of the *Provincial Offences Act, R.S.O. 1990, Chapter P.33*, every person who contravenes Subsections 10.1 or 10.2 of this By-Law is liable to a set fine for each offence committed, as established under **Appendix – 08 Set Fines** annexed hereto, as amended by by-law adopted by *Council* from time-to-time.

10.5.2 Any person found to be in contravention of any applicable provision of this By-Law, may be issued a notice of such violation. Every such person may, within seventy-two (72)

hours of the time when such notice was issued, pay at the Corporation Municipal Offices the set fine or fines for, and in full satisfaction of, such violation as set out in **Appendix – 08 Set Fines** annexed hereto.

- 10.5.3 Unpaid set fines may, following a thirty (30) calendar day period, at the sole discretion of the Corporation, be added to the *person's* next tax billing, and shall be collected in like manner.
- 10.5.4 The set fines described herein shall come into force and effect upon receipt of the Judge's Order, under the *Provincial Offences Act, R.S.O. 1990*, from the Ministry of the Attorney General.
- 10.5.5 As appointed by *Council*, this By-law shall be enforced by the following Officials of the Corporation as appropriate:
- a) the Municipal *By-Law Enforcement Officers*; or
  - b) the *Director of Public Works*.
- 10.5.6 The court in which the conviction has been entered, and any court of competent jurisdiction thereafter, may make an order prohibiting the continuation or repetition of the offence by the *person* convicted, and such order shall be in addition to any other penalty imposed on the *person* convicted, in accordance with the provisions of the *Municipal Act, 2001* and the *Provincial Offences Act, R.S.O. 1990*, both as amended.
- 10.5.7 Every person who, by act, offence, default, neglect or omission; occasions any loss, cost, damage or injury to the *landfill site* or *spoke transfer station* or any part or appurtenance thereof, is liable to the Corporation for any and all financial losses and costs incurred as a result.

10.5.8 Unpaid charges for financial losses and costs invoiced under subsection 10.5.7 shall, following a ninety (90) calendar day period, at the sole discretion of the Corporation, be added to the municipal tax roll of the property upon which or from which the financial losses and costs occurred, and collected in like manner as municipal taxes.

10.5.9 No action or proceeding under the provisions of this By-Law shall preclude the Corporation from the right and power to exercise any other right or remedy available to the Corporation.

#### *10.6 Prohibits and Offences*

Every person who:

- 10.6.1 sets out for collection by the *Town* any type of Bulky Waste as defined herein; or
- 10.6.2 sets out for collection by the *Town* any type of *Prohibited Waste* as defined herein; or
- 10.6.3 fails to maintain an *approved container* as defined herein; or
- 10.6.4 fails to store the *approved containers* at all times at the assigned property; or
- 10.6.5 fails to store any type of materials for collection except in an *approved container* placed in a location on their property which is not a nuisance to any neighbour; or
- 10.6.6 fails to properly place *approved containers* at the *collection location* as defined herein; or
- 10.6.7 fails to properly dispose of yard trimmings as defined herein; or
- 10.6.8 fails to set out *approved containers* to knowingly obstruct pedestrian and vehicular traffic or maintenance operations; or
- 10.6.9 sets out *approved containers* for collection earlier than 8:00 p.m. for residential and *low density residential buildings*, or 5:00 p.m. for *ICI establishments*, and/or or fails to remove *approved containers* and/or uncollected waste after 10:00 p.m. the day of collection for residential and *low density residential buildings*, or 5:00 p.m. the day of collection for *ICI establishments*; or
- 10.6.10 fails to properly ensure wet waste is wrapped in absorbent material and placed in a leak-proof container or bag prior to placement in *approved container*; or
- 10.6.11 places *recyclable materials* in an unapproved container for collection; or
- 10.6.12 places *garbage materials* in an unapproved container for collection; or
- 10.6.13 fails to ensure all garbage and recyclable materials are placed within the appropriate approved container with the lid completely closed; or
- 10.6.14 mingles any *prohibited waste* with permitted collectable materials; or
- 10.6.15 fails to arrange for private collection services when not entitled to receive collection

- services from the *Town* or exceeds collection limitations; or
- 10.6.16 fails to arrange for private collection services when collection services from the *Town* have been suspended, revoked or discontinued for any type of waste; or
- 10.6.17 fails to arrange for private collection services for waste of a type for which collection services from the *Town* are not provided; or
- 10.6.18 fails to store waste material in a properly constructed and maintained waste storage container; or
- 10.6.19 fails to empty a storage container to prevent development of odours or other nuisances; or
- 10.6.20 fails to ensure storage container lids and/or doors are kept close to prevent overflow; or
- 10.6.21 fails to separate *prohibited waste(s)* from all other waste including other forms of *prohibited waste*; or
- 10.6.22 fails to store prohibitive waste in a storage container adequate for the safe storage and disposal of the *prohibited waste(s)*; or
- 10.6.23 deposits waste at any *landfill site* or at the *spoke transfer station* outside of the hours of operation posted at the site; or
- 10.6.24 deposits any *prohibited waste* at any *landfill site* or at the *spoke transfer station*; or
- 10.6.25 deposits at a *landfill site* any recyclable materials, any *electronic waste* or any other form of *waste* determined collectable under another type of diversionary program; or
- 10.6.26 deposits at a *landfill site* or at the *spoke transfer station* any *bulky item*, tires, or any other form of waste requiring segregation or special handling except at the designated location as directed by the landfill site operator; or
- 10.6.27 deposits septic tank effluent at any location in a *landfill site*; or
- 10.6.28 deposits any burning material or set any fire at any *landfill site* or at the *spoke transfer station*; or
- 10.6.29 deposits waste at the gate or entrance to a landfill site or the at spoke transfer station or at any place other than the place designated for its receipt; or
- 10.6.30 deposits waste at any landfill site or at the spoke transfer station when the operator/attendant at the site refuses deposit of the waste; or
- 10.6.31 salvages at any landfill site, the spoke transfer station or collection location without the prior written approval of the Director of Public Works; or

- 10.6.32 transports waste in containers not properly covered or in carts, wagons, or vehicles not totally enclosed or covered in canvas, tarpaulins or nets, so fastened down as to prevent contents from falling to the ground during transport; or
- 10.6.33 deposits tires at any landfill site or at the spoke transfer station co-mingled with any other waste; or
- 10.6.34 deposits tires with attached rims at a landfill site or at the spoke transfer station; or
- 10.6.35 mixes white goods with other waste delivered to the landfill site or at the spoke transfer station; or
- 10.6.36 deposits any freon containing appliance at a location other than the location designated for such; or
- 10.6.37 trespasses on any landfill site or spoke transfer station; or
- 10.6.38 deposits or unloads at any landfill site or spoke transfer station any transient waste without approval; or
- 10.6.39 fails to remove any transient waste deposited at a landfill site or spoke transfer station; or
- 10.6.40 fails to unload or dispose of asbestos waste in accordance with this By-law; or
- 10.6.41 fails to pay the applicable disposal fees; or
- 10.6.42 places any form of waste at a collection location for property entitled to receive waste collection services that was not generated at that property; or
- 10.6.43 throws, casts or otherwise deposits or causes to be deposited any waste whatsoever on or in any street, public property, private property, vacant lot, yard or watercourse; or
- 10.6.44 places waste on public property for collection by municipal forces or an agent of the Town; or
- 10.6.45 permits any animal owned by him or her or under his or her control to pick over, interfere with, remove or scatter any waste placed out for collection; or
- 10.6.46 deposits waste generated on private property into or beside public waste receptacles located on public streets/properties; or
- 10.6.47 deposits or causes to be deposited any waste within the Town limits other than in an authorized landfill site or spoke transfer site; or
- 10.6.48 allows any liquid matter from any cesspool, septic field or vehicle or allows any other objectionable liquid from any source whatever, to flow or drain upon streets roadsides, ditches, gutters, public lands or private lands; or

- 10.6.49 fails to wrap in absorbent paper and place in a sealed leak-proof bag any household pet feces, such as from dogs or cats; or
- 10.6.50 mixes more than 10% by volume with garbage pet excrement, such as from dogs or cats; or
- 10.6.51 fails to inform the landfill site operator of the contents of a bag containing pet excrement when depositing same at the landfill site;

is guilty of an offence pursuant to the provisions of the Municipal Act, 2001 and/or the Provincial Offences Act, R.S.O. 1990, Chapter P. 33, as applicable.

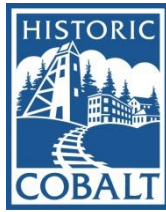
## **Section 11 -Validity and Adoption**

### *11.1 Validity*

If any section, clause, or provision of this By-Law, is for any reason declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of the By-Law as a whole or any part thereof, other than the section, clause or provision so declared to be invalid and it is hereby declared to be the intention that all remaining sections, clauses or provisions of this By-Law shall remain in full force and effect until repealed, notwithstanding that one or more provisions thereof shall have been declared to be invalid.

### *11.2 Effective Date*

This By-Law shall become effective on the date of passing thereof.



**THE CORPORATION OF THE  
TOWN OF COBALT**

**BY-LAW NO. 2015-017**

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**Being a By-Law to establish Tax Ratios for 2015.**

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**WHEREAS** The Corporation of the Town of Cobalt is required to establish tax ratios pursuant to Section 308 of the Municipal Act, 2001, as amended;

**AND WHEREAS** the tax ratios determine the relative amount of taxation to be borne by each property class;

**NOW THEREFORE** the Council of The Corporation of the Town of Cobalt hereby enacts a follows:

The tax ratios for the municipality for 2015 are as follows:

Residential/Farm	1.000000
Multi-Residential	1.796800
Commercial	1.850000
Industrial	1.850000
Pipeline	1.499400

**READ a FIRST, SECOND and THIRD TIME and FINALLY PASSED** this 9<sup>th</sup> day of June 2015.

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MAYOR

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CLERK



**THE CORPORATION OF THE  
TOWN OF COBALT**

**BY-LAW NO. 2015-018**

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**Being a By-Law to provide for the adoption of 2015 Tax Rates for  
Municipal and School Purposes and to further provide penalty and  
interest for payments in default.**

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**WHEREAS** as per Section 290(1) of the Municipal Act, S.O. 2001, c.25, as amended, municipal council adopted the 2014 Municipal Budget with By-Law No. 2014-23 on May 6, 2014 which included estimates of all sums required during the year for the purposes of the municipality;

**AND WHEREAS** as per Section 307 (2) (b) of the Municipal Act, S.O. 2001, c.25, as amended, the tax rates and the rates to raise the fees or charges shall be in the same proportion to each other as the tax ratios established under Section 308 for the property classes are to each other;

**AND WHEREAS** as per Section 308 (3) of the Municipal Act, S.O. 2001, c.25, as amended, the tax ratios are the ratios that the tax rate for each property class must be to the tax rate for the residential/farm property class where the residential/farm property class tax ratio is 1 and, despite this section, the tax ratio for the farmlands property class and the managed forests property class prescribed under the Assessment Act;

**AND WHEREAS** as per Section 312 (2) of the Municipal Act, S.O. 2001, c.25, as amended, provides that for the purposes of raising the general local municipal levy, the council of a local municipality shall, after the adoption of estimates for the year, pass a by-law levying a separate tax rate, as specified in the by-law, on the assessment in each property class in the local municipality rateable for local municipality purposes;

**AND WHEREAS** as per Section 345(1) of the Municipal Act S.O. 2001, c.25, as amended, a municipality may pass by-laws to impose late payment charges for the non-payment of taxes or any instalment by the due date;

**AND WHEREAS** Council has set tax ratios under the authority of By-law No. 2015-017 as adopted on June 9, 2015.

**AND WHEREAS** the 2015 levy for municipal purposes is \$415,165

**AND WHEREAS** certain education rates are provided in various regulations, and commercial and industrial education amounts have been requisitioned by the Province.



**NOW THEREFORE** the Council of The Corporation of the Town of Cobalt hereby enacts as follows:

1. THAT the tax rates for 2015 for municipal and education purposes be hereby set as per Schedule 'A' hereto attached and forming part of this by-law;
2. THAT all charges shall be added to the tax roll and shall become due and payable in two (2) instalments as follows:

50% of the final levy for all classes shall become due and payable on the 26<sup>th</sup> day of August, 2015;

50% of the final levy for all classes shall become due and payable on the 23<sup>rd</sup> day of September, 2015;

4. That non-payment of the amount, as noted, on the dates stated in accordance with the by-law constitutes default and that all taxes of the levy which are in default after the noted due dates shall be added a penalty of 1.25% per month, until December 31st, 2015; and
5. That all taxes unpaid as of December 31, 2015 shall be added a penalty at the rate of 1.25% per month for each month or fraction thereof in which the arrears continue.

**READ a FIRST, SECOND and THIRD TIME and FINALLY PASSED** this 9<sup>th</sup> day of June 2015.

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CLERK

**Schedule "A" to  
By-law No. 2015-018**

<b>General Tax Rates</b>			
	<b>Municipal</b>	<b>Education</b>	<b>Total</b>
Residential	0.01122215	0.0019500	0.01420958
Multi - Residential	0.02016396	0.0019500	0.02550927
Commercial Occupied	0.02076098	0.0119000	0.03533232
Commercial Excess/Vacant Land	0.01453268	0.0083300	0.02473262
Industrial Occupied	0.02076098	0	0.01339754
Industrial Excess/Vacant Land	0.01349464	0	0.00870840
Pipelines	0.01592872	0.0119000	0.03114186



**THE CORPORATION OF THE  
TOWN OF COBALT**

**BY-LAW NO. 2015-019**

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**Being a By-Law to enable the municipality to collect user fees from users of its facilities or services.**

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**WHEREAS** the Municipal Act S.O. 2001, c.25, Section 391, allows Municipalities to set user fees by by-law to recover costs for providing certain services or facilities;

**AND WHEREAS** the municipality deems it expedient to pass a by-law to adopt rates for users of its facilities or services:

**NOW THEREFORE** the Town of Cobalt enacts as follows;

- 1) That the user fee schedules A, B, C, D, E, F and G attached hereto are declared to be and form part of this by-law.
- 2) That these schedules of fees be used for the rates charged to users of facilities. 13% H.S.T will be added to all taxable services.
- 3) That the CAO is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the by-law and schedules as may be deemed necessary after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.
- 4) That this By-law shall come into force and effect upon final passing thereof and remain in force and effect until repealed.
- 5) That By-law 2014-021 is hereby repealed.

This by-law being read a first, second and third time and finally passed this 9th day of June, 2015.

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Mayor

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CAO



**THE CORPORATION OF THE TOWN OF COBALT**  
**SCHEDULE “A” TO BY-LAW 2015-019**

**USER FEES: ENVIRONMENTAL SERVICES**

<b>WATER RATES</b>	<b>FEES (per quarter unless otherwise specified)</b>
Residential	\$ 99.80
Multi-Residential / Apartment	\$ 99.80 per unit
Barber Shop Hairdressers	\$ 85.13
Home Businesses – in addition to residential rate	\$ 65.59
Convenience/Confectionary Stores	\$ 65.59
Municipal /Private Offices, Library, Museums	\$ 76.92
Restaurants	\$ 164.98
Schools	\$ 421.62
Royal Canadian Legion	\$ 303.98
Doctor/Dentist Office	\$ 83.43
Liquor Store/Brewers Retail	\$ 82.37
Garages/Service Centres	\$ 106.90
Post Office (first floor)	\$ 199.60
Miners’ Home Hotel/Tavern (Excluding apartment)	\$ 220.96
Polymet Resources	\$ 236.68
Theatre	\$ 91.41
Arena	\$ 185.11
Town Shop & Fire Hall	\$ 100.92
Retail Stores	\$ 82.37
Community Living, Temiskaming Shores	\$ 299.22
Connection Fee/Service Charge	\$ 25.00 per request
Water Capital Levy	\$ 29.34

<b>SEWER RATES</b>	<b>FEES (per quarter)</b>
All buildings (any sewer connection)	\$ 57.73
Sewer Capital Levy	\$ 15.69

<b>SERVICE RATES</b> *All costs incurred for response to issues on private property will be responsibility of owner/occupant. **Fees listed below do NOT include use of equipment.	<b>FEES (per hour)</b>
Thaw/Service Calls – Regular Hours	\$ 100.00
Thaw/Service Calls – After Hours (Min 4 hr callout)	\$ 260.00
Thaw/Service Calls – After Hours (additional hrs beyond 4)	\$ 110.00

<b>COLLECTION OF SOLID WASTE RATES (REFUSE AND RECYCLING)</b>	<b>FEES (per year)</b>
Garbage Collection - Residential	\$ 181.80
Garbage Collection – Commercial/Industrial	\$ 505.05

<b>STREET LIGHT RATES</b>	<b>FEES (per year)</b>
Street Lighting	\$ 45.00



**THE CORPORATION OF THE TOWN OF COBALT**  
**SCHEDULE “B” TO BY-LAW 2015-015**

**USER FEES: PROTECTION TO PERSONS CHARGES**

<b>MISCELLANEOUS RATES</b>	<b>FEES (per request)</b>
Response to false alarms, over 3 in one calendar year	\$ 500.00
Non-Resident Car Fires	\$ 500.00
Inspections – Institutional/Commercial	\$ 150.00
Inspections - Other (Residential)	\$ 75.00
OPP Household Fee	\$ 440.00



**THE CORPORATION OF THE TOWN OF COBALT**  
**SCHEDULE “C” TO BY-LAW 2015-015**

**USER FEES: ADMINISTRATIVE**

<b>MISCELLANEOUS RATES</b>	<b>FEES</b> <b>(per request unless otherwise specified)</b>
Tax Certificates	\$ 40.00
Zoning Compliance	\$ 40.00
File Service for Insurance Companies and Legal, Letter of Compliance	\$ 40.00
Fire Permit	\$ 25.00
NSF Cheque Service Charge	\$ 45.00
Lottery Licensing	3% of prize value
Trailer Park Lease	\$ 93.90 per month
Marriage Licenses	\$ 100.00
Animal Tags	\$
Copy of Official Plan	\$ 100.00
Copy of Zoning Bylaw	\$ 125.00

<b>PLANNING RATES</b>	<b>FEES</b> <b>(per request unless otherwise specified)</b>
Application to Amend Official Plan	\$ 1,200.00
Application to Amend Zoning By-law	\$ 1,000.00
Plan of Sub-Division Agreement	\$ 1,000.00
Application to Vary Zoning By-law	\$ 750.00
Application to Sever	\$ 750.00
Deposit	\$ 2,000.00



## THE CORPORATION OF THE TOWN OF COBALT

### SCHEDULE “D” TO BY-LAW 2015-015

#### **USER FEES: FACILITIES**

(Prices Include HST)

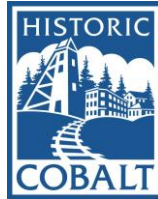
<b>ARENA RATES</b>	<b>FEES (per hour)</b>
Private Rental – Prime Time	\$ 100.00
Private Rental – Non-Prime Time (Saturday and Sunday)	\$ 68.00
Minor Hockey	\$ 100.00
Figure Skating	\$ 100.00
Tournament Hockey (min 5 hours)	\$ 90.00
Public Skating Sponsorship	\$ 90.00
**Out of Town User Group, add 10% to each fee	

<b>COMMUNITY HALL RATES</b>	<b>FEES (per day)</b>
Complete Hall	\$ 350.00
Complete Hall - Service Clubs/Charitable Functions (50% discount with Council Approval)	\$ 175.00
Funeral	\$ 120.00
Business Centre	FREE
Damage Deposit for Hall	\$ 200.00
Damage Deposit for Equipment	\$ 100.00

<b>HOIST ROOM RATES</b>	<b>FEES</b>
FOB Purchase	\$ 12.00
1 Month	\$ 32.00
3 Months – 10% Discount	\$ 86.00
6 Months – 15% Discount	\$ 163.00
1 Year – 20% Discount	\$ 307.00

<b>BASEBALL/SOCCER FIELDS</b>	<b>FEES</b>
Each	\$ 15.00 per game
	\$ 125.00 per day





**THE CORPORATION OF THE TOWN OF COBALT**  
**SCHEDULE “E” TO BY-LAW 2015-015**

**USER FEES: CEMETERY**  
 (plus HST where applicable)

<b>PURCHASE OF LOT</b>	<b>RESIDENT</b>	<b>NON-RESIDENT</b>
Grave - Adult	\$ 750.00	\$ 900.00
Grave – Child (17 years and younger)	\$ 600.00	\$ 720.00
Cremation Lot	\$ 375.00	\$ 450.00

<b>CARE AND MAINTENANCE (40% of Lot Price, NO HST)</b>	<b>RESIDENT</b>	<b>NON-RESIDENT</b>
Care and Maintenance – Adult Lot	\$ 300.00	\$ 360.00
Care and Maintenance – Child Lot	\$ 240.00	\$ 288.00
Care and Maintenance – Cremation Lot	\$ 150.00	\$ 180.00

<b>INTERMENT</b>	<b>RESIDENT</b>	<b>NON-RESIDENT</b>
Adult	\$ 750.00	\$ 900.00
Child (17 years and younger)	\$ 375.00	\$ 450.00
Cremation	\$ 375.00	\$ 450.00
Provincial License (effective July 1, 2014) <i>No HST</i>	\$ 12.00	\$ 12.00

<b>OTHER SERVICES</b>	<b>RESIDENT</b>	<b>NON-RESIDENT</b>
Disinterment – Full Casket	\$ 1,500.00	\$ 1,500.00
Disinterment – Cremation	\$ 450.00	\$ 450.00
Staking	\$ 38.00	\$ 38.00
Marker Stone	\$ 100.00	\$ 200.00
Vault Storage	\$ 0.00	\$ 450.00



## THE CORPORATION OF THE TOWN OF COBALT

### SCHEDULE "F" TO BY-LAW 2015-015

#### USER FEES: BUILDING PERMIT FEES

The fees payable by the applicant or authorized agent for a construction, demolition, change of use of conditional permit or inspection fees shall be as follows:

- Permit fees shall be \$6.00 per thousand based on a value of contract price.
- No permit shall be less than \$80.00 minimum.

If there is no contract price in a written agreement, the permit fee will be calculated by Building Department as follows:

<b>BUILDING PERMITS</b>	<b>FEES (per sq ft)</b>
Residential (single family dwelling including prefabricated homes)	\$ 1.05
Residential Retrofit	\$ 0.52
Seasonal Building, no interior finish (insulating, sheeting, etc)	\$ 0.75
Commercial/Industrial/Assembly/Institutional	\$ 2.05
Commercial/Industrial/Assembly/Institutional Retrofit	\$ 1.05
Commercial/Industrial/Assembly/Institutional Cold Storage	\$ 0.75

<b>ACCESSORY BUILDING - RESIDENTIAL</b>	<b>FEES</b>
Woodshed	\$ 50.00 (flat fee)
Carport	\$ 75.00 (flat fee)
Any other Accessory Building	\$ 0.45 / sq ft
Any deck or balcony	\$ 0.38 / sq ft to a max. \$200.00

<b>RESIDENTIAL ALTERATIONS</b>	<b>FLAT FEES</b>
Interior Renovations	\$ 75.00
New Foundations	\$ 200.00
Foundation Repairs	\$ 50.00
New Roof (structural changes)	\$ 150.00
New Doors and Windows (structural changes)	\$ 50.00
Deck Repairs	\$ 50.00
Plumbing Modification (additions or relocations)	\$ 50.00
Fire Alarm System	\$ 50.00

Wood Fired Appliance	\$ 50.00
Rooftop Solar	\$ 150.00

<b>FARMING</b>	<b>RATE PER SQ FT</b>
Farm Buildings	\$ 0.25
Prefabricated Storage Silos	\$ 125.00 flat fee
Additions to Farm Building	\$ 0.25
Pole Barn	\$ 0.15
Coverall Building	\$ 0.15
Restoration	\$ 0.15

<b>COMMERCIAL/INDUSTRIAL/ASSEMBLY/INSTITUTIONAL ALTERATIONS</b>	<b>FEES (flat fees, unless otherwise stated)</b>
New Doors and Windows (structural changes)	\$ 150.00
Interior Alteration (plumbing, other structural change)	\$ 150.00
Re-roofing – Metal/Shingle (structural change)	\$ 150.00
Re-roofing – Membrane – Flat Roof (structural change)	\$ 300.00
Fire Alarm System	\$ 100.00
Bunkhouse/Work Camp/Trailer	\$ 800.00 + \$ 1.00/sq ft

<b>DEMOLITIONS</b>	<b>FEES (flat fees, unless otherwise stated)</b>
Residential Dwelling	\$ 75.00
Accessory Building	\$ 50.00
Farming	\$ 50.00
Commercial/Industrial/Assembly/Institutional	\$100.00

<b>OTHER</b>	<b>FEES (flat fees, unless otherwise stated)</b>
Deposit	\$ 80.00
Change of Use Permit	\$ 50.00
Change of Use if Construction is Required	\$ 50.00 + fee formula
Permit Renewal	\$ 50.00
Moving Permit (relocation of structure over 108 sq ft to or from property)	\$150.00
Inspection Request by Owner	\$ 50.00 each visit
Admin Charge	\$ 30.00
Additional Admin Charge	\$ 50.00



## **AGENDA**

**Killarney sector  
Centre Lionel E. Lalonde Centre  
239 Montee Principale  
June 24th, 2015**

8:45-9:00 - Sign in/ Introduction

9:00- 10:15 -EM 240 (Note taking course)

10:15-10:30 - Break

10:30-11:45 -EM 240 (note taking course)

11:45-1:00 lunch (**lunch will not be provide**)

1:00-1:30 - election for regional rep  
-Things to bring up to the regional meeting  
-Suggestions for guest speakers for next sector meeting and location.  
-PEMCC minutes

1:30-2:15 - 211

2:45-3:30 - ???????

3:30- 4:00 - registration for OFMEM training portal  
-Open discussion all (Roger Lord)