



The Corporation of the City of Temiskaming Shores  
Regular Meeting of Council  
Tuesday, June 5, 2018  
6:00 P.M.  
City Hall Council Chambers – 325 Farr Drive

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**Agenda**

1. **Call to Order**

2. **Roll Call**

3. **Review of Revisions or Deletions to Agenda**

4. **Approval of Agenda**

*Draft Motion*

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

5. **Disclosure of Pecuniary Interest and General Nature**

6. **Review and adoption of Council Minutes**

*Draft Motion*

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

- a) Regular meeting of Council – May 15, 2018

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

8. **Question and Answer Period**

9. **Presentations / Delegations**

10. **Communications**

- a) Dianne Saxe, Environmental Commissioner of Ontario

**Re:** Environment, Energy and Climate Change Resources for Municipalities

**Reference:** Referred to Director of Public Works (full report available from Director of Public Works)

- b) Stephanie Hodsoll, Community Relations Officer – Hydro One Networks Inc.

**Re:** Wood Pole Replacement Program

**Reference:** Received for Information

- c) Dan Cleroux, Mayor – Township of Coleman

**Re:** Support – Request for Fly past during Remembrance Day Ceremonies

**Reference:** Received for Information

- d) Mike Lapointe, Captain/Training Officer – Royal Canadian Army Cadet Corps

**Re:** Invitation – Annual 2344 Royal Canadian Army Cadet Corps Review

**Reference:** Received for Information

- e) Jim Harrison, Mayor – City of Quinte West

**Re:** Request for Support – Cannabis Grace Period

**Reference:** Received for Information

Draft Motion

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

**11. Committees of Council – Community and Regional**

Draft Motion

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

- a) Minutes of the Temiskaming Shores Public Library Board meeting held on April 18, 2018;
- b) Minutes of the Earlton-Timiskaming Regional Airport Authority meeting held on March 15, 2018;
- c) April 2018 Earlton-Timiskaming Regional Airport activity Report;
- d) Minutes of the Cemetery Advisory Committee meeting held on March 7, 2018;
- e) Minutes of the Temiskaming Shores Committee of Adjustment meeting held on April 25, 2018;

**12. Committees of Council – Internal Departments**

**13. Reports by Members of Council**

**14. Notice of Motions**

**15. New Business**

- a) **Memo No. 002-2018-CGP – 3<sup>rd</sup> Reading of By-law No. 2018-081 Property Standards By-law**

*Draft Motion*

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 002-2018-CGP;

That Council acknowledges that an Open House public meeting was held on May 9, 2018 for public feedback on By-law No. 2018-081; and

That Council directs staff to prepare By-law No. 2018-081 for third and final reading for consideration at the June 5, 2018 Regular Council meeting.

- b) **Memo No. 003-2018-CGP – Deeming By-law for 646 Lakeshore Road South**

*Draft Motion*

Whereas Dr. Duncan Cameron, owner of 646 Lakeshore Road South, is proposing to demolish the existing detached garage on the property and construct a new garage in roughly the same location and a deeming by-law is required to combine the lots into a single property for the purposes of the Planning Act; and

Whereas the owner has acknowledged that registration of the pending deeming by-law on title will be at his expense.

Now therefore be it resolved that Council for the City of Temiskaming Shores hereby directs staff to prepare the necessary by-law to deem Lot 5 and Part

of Lot 6 on Plan M-54 N.B., Parcel 7186 SST to no longer be Lots on a Plan of Subdivision; and

Further that Council hereby directs staff to prepare the necessary deeming by-law for consideration at the June 5, 2018 Regular Council meeting.

**c) Administrative Report No. CGP-014-2018 – City of Temiskaming Shores – Site Plan Control By-law**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CGP-014-2018; and

That Council directs staff to submit the by-law, being a by-law to designate the City of Temiskaming Shores as a site plan control area for consideration at the June 5, 2018 Regular Council meeting.

**d) Administrative Report No. CS-017-2018 – Temporary Land Use Agreement with Union Gas – Browning Street Border Station**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CS-017-2018; and

That Council directs staff to prepare the necessary by-law to enter into a Temporary Land Use Agreement with Union Gas to allow maintenance of the Browning Street Union Gas Border Station for consideration at the June 5, 2018 Regular Council meeting.

**e) Administrative Report No. CS-018-2018 – Amendment to By-law No. 2010-102 – Taxi By-law (Fare Increases)**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CS-018-2018; and

That Council directs staff to prepare the necessary by-law to amend By-law No. 2010-102 to modify the fares as follows:

- Max. Initial Charge increase from \$3.65 to \$4.00;
- End of Trip Charge increase from \$5.00 to \$5.50;
- Kilometre Rate increase from \$2.00 to \$2.25;
- Waiting Time increase from \$55/hr (\$0.83/min) to \$75/hr (\$1.25/min)

for consideration at the June 5, 2018 Regular Council meeting.

**f) Administrative Report No. CS-019-2018 – Land Disposal – 113 King Street – Shawn Fraser**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CS-019-2018;

That Council directs staff to prepare the necessary by-law to enter into an Easement Agreement with Shawn Fraser for water and sanitary sewer services for 113 King Street for consideration at the June 19, 2018 Regular Council meeting;

That Council directs staff to prepare the necessary public notice for a public meeting to consider the disposition of Parts 1 to 5 on Plan 54R-6026 to be held at the June 19, 2018 Regular Council meeting; and

That Council directs staff to prepare the necessary by-law for a Purchase and Sale Agreement with Mr. Shawn Fraser as the purchaser and the City of Temiskaming Shores as the vendor for Parts 1, 2, 3, 4 and 5 on Plan 54R-6026 in the amount of \$2,000 plus all costs (legal, survey, registration, etc.) in accordance with By-law No. 2015-160 for consideration at the June 19, 2018 Regular Council meeting.

**g) Administrative Report No. CS-020-2018 – Lease Agreement Renewal – Mini-Putt**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CS-020-2018; and

That Council directs staff to prepare the necessary by-law to enter into a five (5) year lease agreement with Mr. Jacob Laforest for the use of land located at the Spurline for the operation of the New Liskeard Waterfront Mini-Putt for

consideration at the June 5, 2018 Regular Council meeting.

**h) Administrative Report No. CS-021-2018 – Council Remuneration – Elimination of One-Third Tax exemption for Municipal Officials**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CS-021-2018; and

That Council directs staff to prepare the necessary by-law to set the remuneration Rates for members of Council at \$30,500 annually for the Mayor and \$14,000 for a Councillor to commence January 1, 2019 for consideration at the June 5, 2018 Regular Council meeting.

**i) Administrative Report No. CS-022-2018 – Encroachment Agreement – 484 Ferguson Avenue**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CS-022-2018;

That Council directs staff to prepare the necessary by-law and Encroachment Agreement with Nancy E. Cassidy and Gerald J. Brandon for the property at 484 Ferguson Avenue to accommodate structural improvements for consideration at the June 19, 2018 Regular Council meeting; and

That Council requires that the Owners pay the legal and land titles fees to register the agreement on title.

**j) Administrative Report No. CS-023-2018 – Release of Request for Proposal – Municipal Employee Group Benefit Plan**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CS-023-2018; and

That Council directs staff to publically release Request for Proposal CS-RFP-001-2018 for Municipal Employee Group Benefit Plan proposals.

**k) January to May 2018 Year-to-Date – Capital Financial Report**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of the January to May 2018 Year-to-Date Capital Financial Report for information purposes.

**l) Approval of Council Meeting Schedule – July 2018 to January 2019**

Draft Motion

Whereas By-law No. 2008-160 (Procedural By-law), as amended indicates that Regular meetings of Council shall be held on the first and third Tuesdays of each month commencing at 6:00 p.m. unless otherwise decided by Council; and

Whereas Council typically reduces summer meetings in July and August to one meeting; and

Whereas Council will likely be lame duck as of July 27, 2018 due to the municipal election to be held on October 22, 2018; and

Whereas Section 6 (1.1) of the Municipal Act, the term of office shall be begin on December 1, 2018 and end on November 14, 2022; and

Whereas By-law No. 2008-160 indicates that inaugural meeting of Council shall be held on the first Monday in December following an election.

Now therefore be it resolved that Council for the City of Temiskaming Shores does hereby confirms the following schedule of meetings for the months of July 2018 to December 2018:

Tuesday, July 10, 2018	Regular Meeting (2 <sup>nd</sup> Tuesday)
Tuesday, August 14, 2018	Regular Meeting (2 <sup>nd</sup> Tuesday)
Tuesday, September 11, 2018	Regular Meeting (2 <sup>nd</sup> Tuesday)
Tuesday, October 9, 2018	Regular Meeting (2 <sup>nd</sup> Tuesday)
Monday, December 3, 2018	Inaugural meeting of Council

**m) Memo No. 005-2018-RS – Summer Concessions**

Draft Motion



Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 005-2018-RS; and

That Council directs staff to prepare the necessary by-law and agreement with the Treehouse for the operation of the Rotary Farr Park and Haileybury Beach concessions at a seasonal rate of \$350 and \$500 respectively for consideration at the June 5, 2018 Regular Council meeting.

**16. By-laws**

*Draft Motion*

Be it resolved that:

By-law No. 2018-090 Being a by-law to enter into an agreement with STREETSCAN Canada ULC to perform sidewalk inspections

By-law No. 2018-091 Being a by-law to enter into a Temporary Land Use Agreement with Union Gas (Browning Street Station)

By-law No. 2018-092 Being a by-law to amend By-law No. 2010-102 (Taxi By-law) to increase Taxi Fares

By-law No. 2018-093 Being a by-law to enter into a Lease Agreement with Jacob Laforest for the operation of the Temiskaming Shores Waterfront Mini-Putt for the period of January 1, 2018 to December 31, 2022

By-law No. 2018-094 Being a by-law to establish Council Remuneration for the City of Temiskaming Shores (effective January 1, 2019)

By-law No. 2018-095 Being a by-law to designate any plan of subdivision, or part thereof, that has been registered for eight years or more, which shall be deemed as not a registered plan of subdivision 646 Lakeshore Road South – Roll No. 54-18-030-001-032.00

By-law No. 2018-096 Being a by-law to enter into an agreement with the Treehouse for the operation of the Rotary Farr Park and the Haileybury Beach Concessions for the 2018 season

By-law No. 2018-097 Being a by-law to designate the City of Temiskaming Shores as a Site Plan Control Area

be hereby introduced and given first and second reading.

*Draft Motion*

Be it resolved that By-law No. 2018-081 being a by-law to regulate Property Standards for property within the municipality;

By-law No. 2018-090;

By-law No. 2018-091;

By-law No. 2018-092;

By-law No. 2018-093;

By-law No. 2018-094;

By-law No. 2018-095;

By-law No. 2018-096; and

By-law No. 2018-097;

be given third and final reading, be signed by the Mayor and Clerk and the corporate seal affixed thereto.

**17. Schedule of Council Meetings**

a) Regular – Tuesday, June 19, 2018 at 6:00 p.m.

b) Regular – Tuesday, July 10, 2018 at 6:00 p.m.

**18. Question and Answer Period**

**19. Closed Session**

*Draft Motion*

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

- a) **Adoption of the April 3, 2018 – Closed Session Minutes**
- b) **Under Section 239 (2) (a) of the Municipal Act, 2001 – security of the property of the municipality – Beach Gardens Development Agreement;**
- c) **Under Section 239 (2) (h) of the Municipal Act, 2001 – information explicitly supplied in confidence by a Government Agency – FEDNOR funding application**

*Draft Motion*

Be it resolved that Council agrees to rise with report from Closed Session at \_\_\_\_\_ p.m.

**20. Confirming By-law**

*Draft Motion*

Be it resolved that By-law No. 2018-098 being a by-law to confirm certain proceedings of Council of The Corporation of the City of Temiskaming Shores for its Regular Meeting held on **June 5, 2018** be hereby introduced and given first and second reading.

*Draft Motion*

Be it resolved that By-law No. 2018-098 be given third and final reading, be signed by the Mayor and Clerk and the corporate seal affixed thereto.

**21. Adjournment**

*Draft Motion*

Be it resolved that City Council adjourns at \_\_\_\_\_ p.m.



**The Corporation of the City of Temiskaming Shores**  
**Regular Meeting of Council**  
**Tuesday, May 15, 2018**  
**6:00 P.M.**  
**City Hall Council Chambers – 325 Farr Drive**

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**Minutes**

**1. Call to Order**

The meeting was called to order by Mayor Carman Kidd at 6:00 p.m.

**2. Roll Call**

Council: Mayor Carman Kidd; Councillors Jessie Foley, Doug Jelly, Jeff Laferriere and Mike McArthur

Present: Christopher W. Oslund, City Manager  
David B. Treen, Municipal Clerk  
Doug Walsh, Director of Public Works  
Tammie Caldwell, Director of Recreation  
Shelly Zubyck, Director of Corporate Services  
Tim Uttley, Fire Chief  
Laura-Lee MacLeod, Treasurer  
James Franks, Economic Development Officer

Regrets: Councillors Patricia Hewitt and Danny Whalen

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

Members of the Public Present: 10

**3. Review of Revisions or Deletions to Agenda**

Additions:

**Under Item 10 – Correspondence add:**

- g) Tammie Caldwell, Director of Recreation – Proclamation Bike Month

**Under Item 15 – New Business add:**

- m) Request for Support – Temiskaming Shores Police Services Board – Community Safety Zone (St. Michel School)

**4. Approval of Agenda**

Resolution No. 2018-248

Moved by: Councillor Foley

Seconded by: Councillor Jelly

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

**Carried**

**5. Disclosure of Pecuniary Interest and General Nature**

None

**6. Review and adoption of Council Minutes**

Resolution No. 2018-249

Moved by: Councillor McArthur

Seconded by: Councillor Laferriere

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

- a) Regular meeting of Council – May 1, 2018

**Carried**

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

None

## 8. Question and Answer Period

None

## 9. Presentations / Delegations

a) Kate Scott, Rector's Warden – St. Paul & St. John Anglican Church

**Re:** New Church Hall – Request for Support

Kate Scott handed out a package containing a cover letter and design drawings for a proposed fully accessible church hall that would service the needs of their parishioners as well as the public at large.

Kate outlined that they are in the process of building a new hall and that they are not in attendance to ask for money; however are asking that Council consider the following:

- waive any tipping fees for the demolition of the current Church Hall;
- waive any applicable planning related fees (i.e. zoning, site plan control, etc.);
- waive Building Permit fees associated with the construction of the new Church Hall; and
- consider in-kind donation of water/sewer hook-ups beyond the property line directly to the building and any associated costs with hooking up to the mains.

Kate outlined that most of the fundraising has been completed and is confident that the remainder will be achieved although it is a challenge for a small church. There are a number of community groups looking for accessible facilities in the south end such the Health Unit to offer Age Friendly Activities, Timiskaming Home Support, Ontario Government (Active Living Centre); hope the City will consider using as the needs arise as well as other functions such as weddings, receptions and family reunions.

Members of the St. John Anglican Church in New Liskeard merged with St. Paul in 2013 and funding has come, for the most part from the sale of the St. John's church building in New Liskeard. Kate indicated that they have firm estimates for the building and equipment, preliminary estimates for landscaping and have seventy thousand dollars (\$70,000) left to raise in order to meet their goal. Kate reviewed the site plan for the hall (40' x 40') which is contained in the package.

Mayor Kidd thanked Kate for the presentation and indicated that the request would be referred back to staff.

b) Chris Oslund, City Manager and Laura-Lee MacLeod, Treasurer

**Re:** 2017 Operating and Capital Reports

City Manager, Chris Oslund presented the un-audited 2017 Year End budget for Council's information. Under expenditures for general operations it was noted that the City over spent by \$473,100 and under spent in Environmental Operations by \$216,600 resulting in an overall exceeded expenditure of \$256,700; however the city ended up in a net positive position of \$772,000.

Chris provided an overview of the Operations Breakdown and highlighted the areas that resulted in an increase to the general revenues for 2017 of just over \$1,009,500 or 4.9% increase.

Chris provided a Capital Summary outlining that we had 37 capital projects that came in on budget or slightly lower than budget allowing the City to transfer less from operations and reserves than had been anticipated. The Environmental Capital was also reviewed. Chris outlined that a significant amount of work was completed and when looking at the overall funding assistance, work was completed at approximately 50% funding. Chris commended all staff for work well done.

Treasurer, Laura-Lee McLeod reviewed reserve funds with Council indicating that the 2016 Year End General Reserve Balance was \$1,304,045 with an estimated 2017 Estimated Year End Reserve Balance of \$2,529,422. Laura reviewed the individual reserves.

Mayor Kidd thanked both Chris Oslund and Laura-Lee for the presentation.

## 10. Communications

a) Michael Jacek, Senior Advisor – Association of Municipalities Ontario

**Re:** Update – Canada-Ontario Bilateral Agreement Signed for the National Housing Strategy

**Reference:** Referred to Directors and the Planner

b) Marg Arthur & Lesley Simms, Volunteers – Community Cancer Centre

**Re:** Thank You – Community Cancer Care moving to Timiskaming Hospital

**Reference:** Received for Information

- c) Kim Peters, BIA Coordinator – New Liskeard Business Improvement Area

**Re:** Request for Road Closure – Summerfest (June 29 & 30, 2018)

**Reference:** Referred to Director of Public Works

- d) Brent Kennedy, Director Rural Programs Branch – Ministry of Agriculture, Food and Rural Affairs

**Re:** Ontario Community Infrastructure Fund (OCIF) Top Up – City eligible to apply for up to \$1,346,946

**Reference:** Referred to Senior Staff

- e) The Honourable Marie-France Lalonde, Minister of Community Safety & Correctional Services

**Re:** Mandatory Firefighter Certification, Community Risk Assessments and Public Reporting

**Reference:** Received for information

- f) Kim Allen, Volunteer – Community Volunteer Income Tax Program

**Re:** Thank You letter – use of municipal Facilities

**Reference:** Received for information

- g) Tammie Caldwell, Director of Recreation Services – City of Temiskaming Shores

**Re:** Request for Proclamation – June as “Bike Month in Temiskaming Shores”



**Reference:** Motion to be presented under New Business

Resolution No. 2018-250

Moved by: Councillor Laferriere

Seconded by: Councillor Jelly

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

**Carried**

**11. Committees of Council – Community and Regional**

Resolution No. 2018-251

Moved by: Councillor Foley

Seconded by: Councillor Jelly

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

- a) Minutes of the Timiskaming Health Unit Board of Health meeting held on February 7, 2018;
- b) Quarter One 2018 Timiskaming Health Unit Report to the Board of Health;
- c) 2017 Audited Financial Statements for the Timiskaming Health Unit; and
- d) Minutes of the Temiskaming Shores Accessibility Advisory Committee meeting held on April 25, 2018.

**Carried**

**12. Committees of Council – Internal Departments**

Resolution No. 2018-252

Moved by: Councillor Laferriere

Seconded by: Councillor McArthur

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

- a) Minutes of the Public Works Committee meeting held on April 19, 2018;
- b) Minutes of the Building Maintenance Committee meeting held on April 19, 2018;

- c) Minutes of the Protection to Persons and Property Committee meeting held on April 19, 2018; and

**Carried**

### **13. Reports by Members of Council**

Councillor Jelly reported on the following:

- PSB: Police Services Board meeting yesterday (May 14, 2018) and swore in a new member, Tyler Twarowski for a two year term; there was a presentation by former Inspector Dan Dawson in regards to Crime Stoppers.

Councillor McArthur reported on the following:

- FONOM Convention: Attended FONOM convention in Parry Sound with most of the presentation and speeches being very valuable. There was a presentation in regards to making Ontario's forest sector stronger and the continuous barriers by Environmentalists and governments. The President of AMO provided a great presentation on what happens to each tax dollar (47% to Federal Government, 44% to Provincial Government and 9% to municipalities). If a new 1% is added to the HST to specifically go to municipalities it would raise \$2.5 Billion which would be used to assist with urgently need infrastructure improvements. It was also noted that when a conflict of interest is declared the Councillor must provide a written rational. The highlight of the week was the leadership debate held on Friday.

Mayor Kidd reported on the following:

- FONOM Convention: The Ontario Forest Industry Association outlined the benefits of wood and the group is encouraging municipalities to consider the use of wood as opposed to concrete in the construction of bridges. Corina Moore, Ontario Northland Railway, provided a presentation in regards to a project in Earleton to handle agricultural products. Attended a workshop of Community Improvement Plans and not sure how that would work for Temiskaming Shores, but it is a very interesting process. Toured the Parry Sound Community Hub where the Health Unit took over a former school and turned it into a Hub with various agencies being housed.

### **14. Notice of Motions**

None

### **15. New Business**

- a) **Support – Offering School Property to Municipalities**

Resolution No. 2018-253

Moved by: Councillor Foley  
Seconded by: Councillor Laferriere

Whereas municipalities continue to discuss the ongoing issue of school closures throughout Ontario; and

Whereas school closures in many cases result in properties that are left vacant and unused for substantial periods of time resulting in properties that become eyesores for the affected communities; and

Whereas the affected municipality, that may be interest in acquiring the property must purchase these properties at fair market value and then may need to spend further taxpayer dollars in order to retrofit and/or remediate the building(s) on these properties; and

Whereas these properties were already developed into schools using taxpayer dollars and taxpayers should not have to “re-purchase” these properties at fair market value.

Now therefore the Council of the City of Temiskaming Shores hereby petitions the Province to amend current legislation such that subsequent to any school closure the said property be offered to the associated municipality at a nominal fee (\$2) for the intent of developing and/or sustaining these properties for the betterment of the community; and

Furthermore that a copy of this resolution be forwarded to Premier Kathleen Wynne; Indira Naidoo-Harris, Minister of Education; and the Association of Municipalities Ontario.

**Carried**

**b) Administrative Report No. PW-029-2018 – Supply of Winter Sand**

Resolution No. 2018-254

Moved by: Councillor Jelly  
Seconded by: Councillor Foley

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. PW-029-2018;

That as outlined in the City’s *Procurement Policy*, Council approves the award of the award of the 2018 Supply, Mix and Stockpile of Winter Sand contract to *A. Miron Topsoil Ltd.* at unit prices of \$7.63 per tonne plus applicable taxes for the Dymond and New Lisheard Yards and \$6.43 per tonne plus applicable taxes for the Haileybury Yard and to Remix Existing Stockpiles at a unit price of \$6.43 per tonne plus applicable taxes, for the 2018–19 and 2019–20 winter operations seasons; and

That Council directs staff to prepare the necessary by-law and agreement for consideration at the May 15, 2018 Regular Council meeting.

**Carried**

**c) Administrative Report No. PW-030-2018 – Supply of Bulk Coarse Highway Salt**

Resolution No. 2018-255

Moved by: Councillor McArthur

Seconded by: Councillor Laferriere

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. PW-030-2018;

That Council approves the award of the 2018-19, 2019-20 and 2020-21 Supply and Delivery of Bulk Coarse Highway Salt contract to *K & S Windsor Salt Ltd.* in the amount of \$ 112.00 per tonne plus HST; and

That Council directs Staff to prepare the necessary by-law and agreement for consideration at the May 15, 2018 Regular Council meeting.

**Carried**

**d) Administrative Report No. PW-031-2018 – STREETSCAN Proposal for Sidewalks**

Resolution No. 2018-256

Moved by: Councillor Jelly

Seconded by: Councillor Foley

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report PW-031-2018 and more specifically Appendix 01 being the STREETSCAN proposal for the completion of the Sidewalks Assessment Survey for all sidewalks in Temiskaming Shores;

That Council for the City of Temiskaming Shores acknowledges that the completion of the Sidewalks Assessment Survey is an important step to ensuring compliance with the current Maintenance Standards, most recently updated by the Ministry of Transportation;

That Council is committed to ensuring that all municipal assets are accurately inventoried, with condition status, levels of service and a strategy to maintain the asset is included in the City's Asset Management Plan;

That Council approves the commitment of up to \$8,500 from the 2018 Public Works Operations Budget towards the cost of this initiative; and

That Council directs staff to prepare the necessary by-law and agreement for consideration at the June 5, 2018 Regular Council meeting.

**Carried**

**e) Administrative Report No. PW-032-2018 – North Cobalt Water Stabilization Project**

Resolution No. 2018-257

Moved by: Councillor Jelly

Seconded by: Councillor Foley

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report PW-032-2018 and more specifically Appendix 01 being the quotation provided by Spec & Sons Mechanical Contractors to complete the work associated with the North Cobalt Water Stabilization Project;

That as outlined in Section 10 of the City's *Procurement Policy*, Council agrees to waive the tendering procedure for the completion of the North Cobalt Water Stabilization Project based on the justification as outlined in Appendix 02; and

That as outlined in Section 6 of the City's *Procurement Policy*, Council approves the award to complete the North Cobalt Water Stabilization Project to Spec and Sons Mechanical Contractors in the amount of \$ 58,246 plus applicable taxes.

**Carried**

**f) Administrative Report No. PW-033-2018 – Climate Change Innovation Program**

Resolution No. 2018-258

Moved by: Councillor Laferriere

Seconded by: Councillor Jelly

Be it resolved that That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report PW-033-2018 and more specifically Appendix 01 being the Federation of Canadian Municipalities, "*Climate Change Innovation Program: Staff Grants*" Application Guide and Appendix 02 being the proposed contribution allocation for applying partners;

That Council directs staff to work with representatives from the area Townships interested in partnering with the City to prepare an application for a Staff grant opportunity from the Federation of Canadian Municipalities' "*Climate Change Innovation Program*"; and

That Council commits up to \$28,000 as the City's contribution towards the cost of this initiative over a two year period.

**Carried**

- g) Memo No. 020-2018-CS – Amendment to By-law No. 2017-046 – Winter Maintenance Agreement with Ministry of Transportation – Extension to June 2022**

Resolution No. 2018-259

Moved by: Councillor Jelly

Seconded by: Councillor Foley

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 020-2018-CS; and

That Council directs staff to prepare the necessary by-law to amend By-law No. 2017-046 to extend the Winter Maintenance agreement with the Ministry of Transportation to June 15, 2022 for consideration at the May 15, 2018 Regular Council meeting.

**Carried**

- h) Administrative Report No. CS-014-2018 – Telecommunication Tower Agreements with Bell Mobility (Dawson Point & Morissette Drive)**

Resolution No. 2018-260

Moved by: Councillor McArthur

Seconded by: Councillor Foley

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CS-014-2018; and

That Council directs staff to prepare the necessary by-law to amend By-law No. 2010-037, as amended being a land lease agreement with Bell Mobility for the Morissette Communication Tower extending the term for four (4) years commencing the 1<sup>st</sup> day of August, 2018 and terminating on the 31<sup>st</sup> day of December, 2022 at a lease rate of \$7,500/year for consideration at the May 15, 2018 Regular Council meeting; and

That Council directs staff to prepare the necessary by-law to repeal By-law No. 2013-125 and enter into a new agreement with Bell Mobility for City of Temiskaming Shores' Communications Equipment on their Dawson Point tower for a four (4) year term commencing the 1<sup>st</sup> day of August, 2018 and terminating on the 31<sup>st</sup> day of December, 2022 at a rate of \$2,500/year for consideration at the May 15, 2018 Regular Council meeting.

**Carried**

**i) Memo No. 021-2018-CS – City Hall Administrative Offices – Christmas Holiday Closure (December 24-28, 2018)**

Resolution No. 2018-261

Moved by: Councillor Laferriere

Seconded by: Councillor Jelly

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 021-2018-CS; and

That Council approves the closure of City Hall Administrative Offices on Monday, December 24, 2018; Thursday, December 27, 2018; and Friday, December 28, 2018.

**Carried**

**j) Administrative Report No. CS-015-2018 – Physician Recruitment**

Resolution No., 2018-262

Moved by: Councillor Laferriere

Seconded by: Councillor Foley

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-015-2018; and

That Council directs staff to transfer funds from the Great West Life Reserve and the Municipal Insurance Reserve to the Physician Recruitment and Retention Reserve representing a financial commitment of two (2) years at \$36,500 per year.

**Carried**

**k) Administrative Report No. CS-016-2018 – New Liskeard Business Improvement Area – Petition to Repeal By-law**

Resolution No. 2018-263

Moved by: Councillor McArthur

Seconded by: Councillor Laferriere

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CS-016-2018; and

That Council agrees to retain the New Liskeard Business Improvement Area and encourages the Board of Management to continue working with its members and property owners to oversee the improvement, beautification and maintenance of the BIA and to promote the area as a business/shopping district.

**Recorded Vote****For Motion**

Councillor Foley  
 Councillor Jelly  
 Councillor Laferriere  
 Councillor McArthur  
 Mayor Kidd

**Against Motion****Carried****l) Proclamation – June as “Bike Month in Temiskaming Shores”****Resolution No. 2018-264**

Moved by: Councillor McArthur  
 Seconded by: Councillor Laferriere

Whereas cycling is an active, healthy and environmentally friendly mode of transportation as well as a terrific way for both individuals and families to enjoy time outdoors; and

Whereas creating Bicycle Friendly Communities has shown to improve citizen’s health, well-being, quality of life and boost to community spirit; and

Whereas the City of Temiskaming Shores has demonstrated its support through various initiatives such as a Bicycle Friendly Community Committee, Share the Road Campaign, BIA assistance with bike racks, Healthy Kids Community Challenge and partnering with the South Temiskaming Active Travel System; and

Whereas the City of Temiskaming Shores was awarded a Bronze Level Bicycle Friendly Community Award from the Share the Road Cycling Coalition in 2017.

Now therefore be it resolved that Council for the City of Temiskaming Shores hereby proclaims the month of June 2018 as **“Bike Month in Temiskaming Shores”**.

**Carried****m) Support – Temiskaming Shores Police Services Board – Community Safety Zone – St Michel School**

*Councillor Jelly, Chair of the Temiskaming Shores Police Services Board provided a resolution from the Board petitioning the Ministry of Transportation of Ontario for the implementation of a “Community Safety Zone” along Highway 11 in relation to St. Michel School.*

**Resolution No. 2018-265**



Moved by: Councillor Jelly  
 Seconded by: Councillor Laferriere

Be it resolved that Council of the City of Temiskaming Shores hereby acknowledges receipt of the resolution from the Temiskaming Shores Police Services Board;

That Council hereby supports the petition of the Police Services Board; and

That Council hereby petitions the Ministry of Transportation Ontario to implement the following:

- Reduction in the Speed Limit from the intersection of Tobler Road/Highway 11 North to the intersection of Highway 65 East and Highway 11 North to 70 km/hr;
- The installation of amber flashing lights to indicate the School Zone; and
- The establishment of a Community Safety Zone under the Highway Traffic Act.

**Carried**

## 16. **By-laws**

### Resolution No. 2018-266

Moved by: Councillor McArthur  
 Seconded by: Councillor Jelly

Be it resolved that:

By-law No. 2018-084 Being a by-law to enter into an agreement with A. Miron Topsoil Ltd for the supply, mixing and stockpiling of Winter Sand at various location within the City of Temiskaming Shores

By-law No. 2018-085 Being a by-law to enter into an agreement with K & S Windsor Salt Ltd. For the supply and delivery of Bulk Coarse Highway Salt at various location within the City of Temiskaming Shores

By-law No. 2018-086 Being a by-law to amend By-law No. 2017-046 (Winter Maintenance Agreement with the Province of Ontario (Ministry of Transportation Ontario) – Highway 11B (Coleman Twp.) and Mowat Landing Road

By-law No. 2018-087 Being a by-law to amend By-law No. 2010-037 being a by-law to authorize the Lease of Land to NorthernTel Limited Partnership (now Bell Mobility Inc.)

By-law No. 2018-088 Being a by-law to enter into a Licence Renewal Agreement with Bell Mobility Inc. to house City of Temiskaming Shores' Communication Equipment on the Dawson Point Tower

be hereby introduced and given first and second reading.

**Carried**

Resolution No. 2018-267

Moved by: Councillor Foley

Seconded by: Councillor Laferriere

Be it resolved that:

By-law No. 2018-084;

By-law No. 2018-085;

By-law No. 2018-086;

By-law No. 2018-087; and

By-law No. 2018-088;

be given third and final reading, be signed by the Mayor and Clerk and the corporate seal affixed thereto.

**Carried**

**17. Schedule of Council Meetings**

a) Regular – Tuesday, June 5, 2018 at 6:00 p.m.

b) Regular – Tuesday, June 19, 2018 at 6:00 p.m.

**18. Question and Answer Period**

***Dan Dawson – Resident***

Dan outlined concern with the fact that there are currently 21 Ice huts stored on the Fall Fair grounds and inquired as to when they will be removed.

It was outlined that By-law enforcement staff will be made aware of the situation with objective of having the ice huts removed.

**19. Closed Session**

None

**20. Confirming By-law**

*Resolution No. 2018-268*

Moved by: Councillor Jelly

Seconded by: Councillor Foley

Be it resolved that By-law No. 2018-089 being a by-law to confirm certain proceedings of Council of The Corporation of the City of Temiskaming Shores for its Regular Meeting held on **May 15, 2018** be hereby introduced and given first and second reading.

**Carried**

*Resolution No. 2018-269*

Moved by: Councillor Laferriere

Seconded by: Councillor Foley

Be it resolved that By-law No. 2018-089 be given third and final reading, be signed by the Mayor and Clerk and the corporate seal affixed thereto.

**Carried**

**21. Adjournment**

*Resolution No. 2018-270*

Moved by: Councillor McArthur

Seconded by: Councillor Jelly

Be it resolved that City Council adjourns at 7:17 p.m.

**Carried**

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Mayor – Carman Kidd

---

Clerk – David B. Treen



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May 8, 2018

To the Head of Council:

**Re: Environment, Energy and Climate Resources for Municipalities**

As you know better than most, much of the work that affects Ontario's energy, environment and climate is performed by municipal governments, and provincial action/inaction on these topics have huge impacts on municipal governments, assets and budgets.

I have the privilege of serving as Environmental Commissioner of Ontario (ECO), an independent officer of the Ontario Legislature. Under Ontario's Environmental Bill of Rights, my staff and I provide the Legislature with independent, non-partisan research and advice on energy, environment and climate issues in Ontario. In the course of this work, we examine many issues that are directly relevant to municipal governments.

Last year, for example, we reported, among other topics, on energy use and opportunities in Ontario's municipal water and wastewater systems,<sup>1</sup> and on waste, recycling and the circular economy,<sup>2</sup> as well as opportunities to use recycled aggregate in municipal construction.<sup>3</sup> In 2018, we have reported on Ontario's climate and electricity policies, in reports entitled "Ontario's Climate Act: From Plan to Progress" and "Making Connections: Straight Talk about Electricity in Ontario" respectively.

**Ontario's Climate Act: From Plan to Progress** outlines Ontario's greenhouse gas (GHG) emissions in 2015, identifies challenges to further reducing GHGs, and reviews programs developed to implement the Climate Change Mitigation and Low-carbon Economy Act, and the Climate Change Action Plan. Central to the government's plans is Ontario's cap and trade program. The report comments on the first year of cap and trade, and how the resulting funds are being spent. Our evaluation of how the province tracks its own GHG emissions provides useful guidance for GHG tracking in your own organization, and we also look at climate-smart public procurement.

.../2

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<sup>1</sup> Every Drop Counts: Reducing the Energy and Climate Footprint of Ontario's Water Use

<sup>2</sup> Beyond the Blue Box: Ontario's Fresh Start on Waste Diversion and the Circular Economy

<sup>3</sup> Good Choices, Bad Choices



**Making Connections: Straight Talk about Electricity in Ontario** describes the province's electricity system and identifies some of the key issues facing decision makers. The report has information about how sources and demand for electricity have changed, and why Ontario exports it. It explains electricity pricing and the increases Ontario has experienced over the last 13 years, as well as the benefits of conservation and clean energy sources to the environment and human health. The report has a particular focus on the future in its discussion of the Long-Term Energy Plan and how critical it is to meeting Ontario's climate change commitments in 2030 and beyond.

All of our reports are available at our website at [eco.on.ca](http://eco.on.ca), together with explanatory webinars. For ease of reference, we are also providing you with one hard copy of our two most recent reports for your library, together with summaries for use by members of Council and staff. I hope they will be useful to you in policy discussions, planning and implementation.

Please share these reports with your colleagues. For more information about any of the topics covered in these reports, for additional hard copies of the reports or summaries in either official language, or to request a meeting or briefing, please contact us at [commissioner@eco.on.ca](mailto:commissioner@eco.on.ca) or 1-800-701-6454.

Thank you for all your hard work on behalf of your community.

Sincerely,

A handwritten signature in black ink, appearing to read "D Saxe". The signature is fluid and cursive, with the first letter of each name being significantly larger and more stylized.

Dianne Saxe  
Environmental Commissioner of Ontario

**Hydro One Networks Inc.**  
**Public Affairs**  
483 Bay Street  
South Tower, 6<sup>th</sup> Floor  
Toronto, ON M5G 2P5

Tel: 1-877-345-6799  
Community.Relations@HydroOne.com



www.HydroOne.com

Mayor Carman Kidd and members of Council  
City of Temiskaming Shores  
325 Farr Drive  
Haileybury, ON P0J 1K0  
Via e-mail: ckidd@temiskamingshores.ca

May 15, 2018

**Re: Wood Pole Replacement Program on the 115 kilovolt transmission structures (circuit D4Z) in your community**

Dear Mayor Kidd and members of Council:

I am writing to notify you that Hydro One Networks Inc. (Hydro One) has initiated a Class Environmental Assessment (EA) to refurbish approximately two structures along three kilometres of the existing 115 kilovolt transmission line (circuit D4Z). One of these structures is located in your community. The project area is shown on the attached map.

This project was determined through Hydro One's annual wood pole testing program as some of the wood pole structures on the circuit are approaching their end-of-life. Replacing damaged and aging structures would ensure the continued reliability and integrity of this transmission line and electricity supply to the area. Most work would be carried out within the existing transmission corridor, with no new corridor being required. Where possible, access would be accomplished using existing roads and trails. There would be very little noticeable difference in this transmission line after the project has been completed.

This type of project is considered routine maintenance work with relatively minor effects, and is subject to the Class EA for Minor Transmission Facilities (Hydro One, 2016), in accordance with the Ontario *Environmental Assessment Act*. The Class EA is a streamlined planning process that has proven effective in ensuring that minor transmission projects that have a predictable range of effects have feasible environmental mitigation and/or protection measures in place. The Class EA process contains screening provisions that may apply to this project.

Contingent on the outcome of the Class EA, the replacement of wood poles may begin as early as summer 2018 and be completed by the end of 2018.

Hydro One has notified First Nations and Métis communities of the Class EA and the project; we will also be notifying property owners adjacent to the work areas.

We welcome your comments and feedback regarding the proposed project. Your input for this project is valued, and would be appreciated by June 12, 2018.

As per the request of the Minister of the Environment and Climate Change, information regarding the *Freedom of Information and Protection of Privacy Act* is included and can be viewed below.

Sincerely,

A handwritten signature in black ink that reads "Stephanie Hodsoll". The signature is written in a cursive, flowing style.

Stephanie Hodsoll  
Community Relations Officer  
Hydro One Networks Inc.

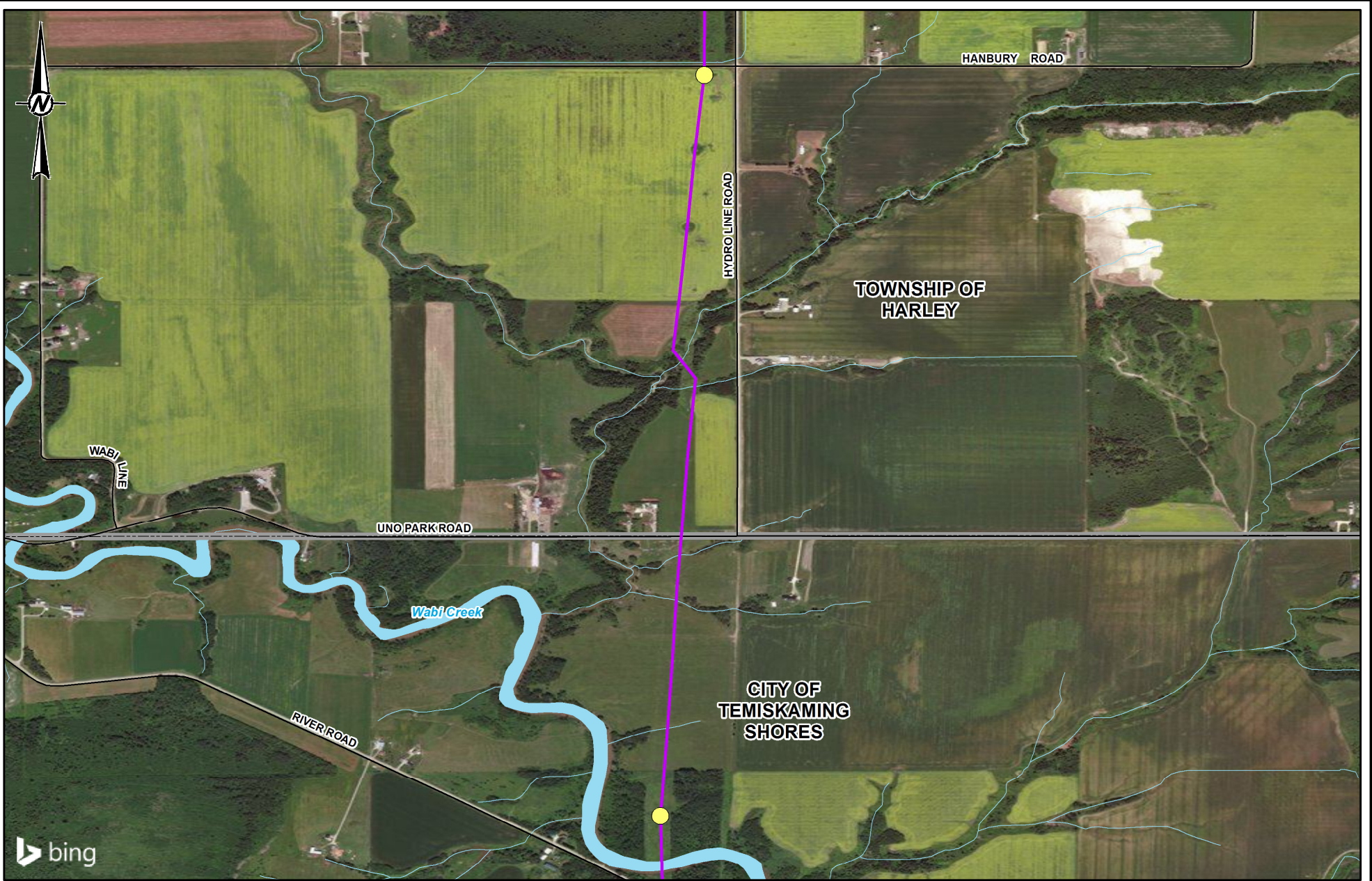
Enclosed (1)






cc: David Treen, Municipal Clerk, City of Temiskaming Shores  
Christopher Oslund, City Manager, City of Temiskaming Shores

*Freedom of Information and Protection of Privacy Act*

All personal information included in a submission – such as name, address, telephone number and property location – is collected, maintained and disclosed by the Ministry of the Environment and Climate Change for the purpose of transparency and consultation. The information is collected under the authority of the *Environmental Assessment Act* or is collected and maintained for the purpose of creating a record that is available to the general public as described in s. 37 of the *Freedom of Information and Protection of Privacy Act*. Personal information you submit will become part of a public record that is available to the general public unless you request that your personal information remain confidential. For more information, please contact the Ministry of the Environment and Climate Change's Freedom of Information and Privacy Coordinator at 416-327-1434.





- LEGEND**
-  Wood Pole Replacement (Approximate Work Area)
  -  Circuit D4Z - 115 kV Transmission Line
  -  Roads
  -  Water
  -  Municipal Boundaries



PROJECT  
**2018 WOOD POLE REPLACEMENT PROJECT - CIRCUIT D4Z**  
 TITLE  
**GENERAL AREA MAP**

REFERENCE(S)  
 1 BASE DATA: MBP LTD. OBTAINED 2017  
 2 PRODUCED BY GOLDER ASSOCIATES LTD. UNDER LICENCE FROM ONTARIO MINISTRY OF NATURAL RESOURCES, © QUEEN'S PRINTER 2017  
 3 SERVICE LAYER CREDIT: SOURCES: ESRI, HERE, DELORME, INTERMAP, INCREMENT P CORP, GEBCO, USGS, FAO, NPS, NRCAN, GEBCO, IGN, KADASTER NL, ORDNANCE SURVEY, ESRI, JAPAN, METI, ESRI CHINA (HONG KONG), SWISSTOPOL, MAPY PRAHA, © OPENSTREETMAP CONTRIBUTORS, AND THE GIS USER COMMUNITY  
 4 DATUM: WGS 1984 COORDINATE SYSTEM: GCS WGS 1984  
 5 © COPYRIGHT HYDRO ONE NETWORKS INC. ALL RIGHTS RESERVED. NO PART OF THIS DRAWING MAY BE REPRODUCED OR REPRODUCED IN ANY FORM BY ANY PHOTOGRAPHIC, ELECTRONIC, MECHANICAL OR ANY OTHER MEANS, OR USED IN ANY INFORMATION STORAGE OR RETRIEVAL SYSTEM, NEITHER HYDRO ONE NETWORKS INC. NOR ANY OF ITS AFFILIATES ASSUMES LIABILITY FOR ANY ERRORS OR OMISSIONS.



PROJECT NO.  
 1777250

DATE  
 2018-03-21

REV.  
 1

25mm IF THIS MEASUREMENT DOES NOT MATCH WHAT IS SHOWN, THE SHEET HAS BEEN MODIFIED FROM ANS/A



937907 Marsh Bay Road,  
RR#1 Coleman Township, ON  
P0J 1C0

Tel: 705-679-8833  
Fax: 705-679-8300  
toc@ontera.net

May 14, 2018

VIA EMAIL

The Honourable Harjit Singh Sajjan  
Minister of National Defence  
House of Commons  
Ottawa, Ontario K1A 0A6  
DND\_MND@forces.gc.ca

Dear Honourable Harjit Singh Sajjan:

**Re: Request for Flypast during Remembrance Day Ceremonies**

The Council for the Corporation of the Township of Coleman at its Council meeting on April 30, 2018, adopted the following resolution:

**Resolution No. 2018-04-77**

"Whereas Remembrance Day ceremonies are important for expressing our appreciation in honour of Canada's veterans, those who have fallen in the service of our Country, and to observe and acknowledge the courage of all those who continue to serve today;

Now therefore be it resolved that the Corporation of the Township of Coleman respectfully requests the Royal Canadian Airforce (RCAF) to participate with a flypast, during Remembrance Day ceremonies across the Timiskaming District, as we honour and remember all those who have served and sacrificed for all of Canada; and

Be it further resolved that a copy of this resolution be sent to The Honourable Harjit Sajjan, Minister of National Defence; and The Honourable Seamus O'Regan, Minister of Veterans Affairs; and


Further that a copy of this resolution be circulated to the municipalities and Royal Canadian Legions in the Timiskaming District, and other interest groups."

*Over 2 Billion Square Feet of Opportunity.*

www.colemantownship.ca

The Township appreciates your consideration in this matter.

Sincerely,

A handwritten signature in black ink, appearing to be 'Dan Cleroux', written over a horizontal line.

Dan Cleroux  
Mayor

Cc:

The Honourable Seamus O'Regan, Minister of Veterans Affairs (minister\_ministre@vac-acc.gc.ca)  
The Honorable Anthony Rota, MP Nipissing-Timiskaming (Anthony.Rota.C1A@parl.gc.ca)  
The Honourable John Vanthof, MPP Timiskaming-Cochrane (jvanthof-co@ndp.on.ca)  
Royal Canadian Legion Branches in the Timiskaming District  
All Municipalities in the Timiskaming District



National Défense  
Defence nationale

2344 Royal Canadian Army Cadet Corps  
P.O. Box 2294  
New Liskeard, ON P0J 1P0



May 22, 2018

Council Members  
City of Temiskaming Shores  
PO Box 2050  
Haileybury, ON P0J 1K0

Dear Council Members:

**RE: 2344 Royal Canadian Army Cadet Corps Annual Review**

On behalf of the 2344 Royal Canadian Army Cadets Corps, I would like to invite you and your guest, to our 69th Annual Review to be held on Saturday, June 9<sup>th</sup>, 2018 at 1800hrs (6:00pm), at the Don Shepherdson Memorial Arena in New Liskeard. We ask that guests arrive no later than 1745hrs (5:45pm).

Following the formal inspection, a few awards and medals will be presented to outstanding cadets in the corps. There will be "live" displays covering such corps activities such as field craft, physical training, biathlon and precision drill. Refreshments will be provided following the celebrations.

Dress for military/uniformed personnel will be 1-A (full dress) with medals. For non-military personnel, appropriate business attire is requested.

We look forward to your response at your earliest convenience. Further information may be obtained by contacting the undersigned.

Yours truly,

Mike Lapointe  
Captain  
Training Officer  
(705) 647-8188 (Day)  
(705) 647-5301(Evening)  
m.lapointe@rivetfinancial.ca

# CITY OF QUINTE WEST

*Office of the Mayor  
Jim Harrison*



**P.O. Box 490  
Trenton, Ontario, K8V 5R6**

**TEL: (613) 392-2841  
FAX: (613) 392-5608**

May 28, 2018

Ms. Lynn Dollin, President  
Association of Municipalities of Ontario  
200 University Ave, Suite 801  
Toronto, ON M5H 3C6

## **RE: Resolution – Cannabis Grace Period Request**

Dear: Ms. Lynn Dollin,

This letter will serve to advise that at a meeting of City of Quinte West Council held on May 22, 2018 Council passed the following resolution:

“That the Council of the City of Quinte West requests that once the cannabis legislation is passed that a six month grace period be enacted to ensure that municipal law enforcement officers and the Ontario Provincial Police are adequately trained to enforce the said legislation;

And further that this resolution be circulated to the local MP, MPP, AMO, and other municipalities. **Carried**”

We trust that you will give favourable consideration to this request.

Sincerely,

CITY OF QUINTE WEST

A handwritten signature in black ink that reads "Jim Harrison". The signature is written in a cursive style with a long, sweeping underline.

Jim Harrison  
Mayor

cc: MP Neil Ellis, Bay of Quinte  
cc: MPP Lou Rinaldi, Northumberland-Quinte West

## **Temiskaming Shores Public Library Board**

### **Meeting Minutes**

Wednesday, April 18, 2018

7:00 p.m. at the Haileybury Branch

#### **1. Call to Order**

Meeting called to order by Chair Donald Bisson at 6:55 p.m.

#### **2. Roll Call**

Present: Donald Bisson, Brenda Morissette, Roger Oblin, Jeff Laferriere, and CEO/Head Librarian Rebecca Hunt.

Regrets: Robert Dodge, Danny Whalen, Anna Turner

Members of the Public: 0

#### **3. Adoption of the Agenda**

**Moved by:** Roger Oblin

**Seconded by:** Brenda Morissette

Be it resolved that the Temiskaming Shores Public Library Board accepts the agenda as amended.

**Carried.**

Addition: New Business b. Discussion on New Liskeard possible locations

#### **4. Adoption of the Minutes**

**Moved by:** Jeff Laferriere

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**Seconded by:** Brenda Morissette

Be it resolved that the Temiskaming Shores Public Library Board approves the minutes of the meeting held on Wednesday, March 21, 2018, as presented.

**Carried.**

**5. Business arising from Minutes**

- a. Roger Oblin inquired about attendance at the Easter Egg hunts at the library branches. The CEO reported that about 60 attended in Haileybury and around 110 in New Liskeard.

**6. Correspondence:**

- a. **From:** Elsie Catt Grenon, RN THPC Supportive Care Program—Timiskaming Hospice Palliative Care.

Re: Information about the Tree of Life program.

Received as information.

- b. **From:** Daiene Vernile, Minister—Ministry of Tourism, Culture and Sport.

Re: 2018 Ontario Budget funding for Public Libraries.

Received as information.

- c. **From:** Annik Boucher, Principal—Ecole secondaire catholique Sainte-Marie.

Re: Frances Ball Memorial and May Ball Scholarship.

**Motion #2018-16**

**Moved by:** Roger Oblin

**Seconded by:** Jeff Laferriere

Be it resolved that the Temiskaming Shores Public Library Board donates the amount of \$250.00 each from the May Ball Trust Fund to the Ecole secondaire catholique Sainte Marie and Temiskaming District Secondary School for the May and Francis Ball Memorial Scholarship.

**Carried.**

**d. From:** Stephen Abram, Executive Director—Federation of Ontario Public Libraries.

Re: Frequently Asked Questions about the 2018 Ontario Budget funding for Public Libraries.

Received as information.

**7. Secretary–Treasurer’s Report**

Report and monthly financial statement included in the trustees’ information packet

**Library CEO’s Report**

**April 13, 2018**

**Buildings and Equipment:**

**Fire safety checks** were conducted in the library buildings.

**Business:**

**Digital Creator North (Near North Mobile Media Lab Trillium project):** Digital Creator has been hosting weekly clubs during the week and stand-alone workshops on Saturdays. Since the weekdays are the busiest time for us, we figure having weekly clubs that give the teens a system to grow in and strengthen skills is the best. We will



continue to have weekly stand alone workshops on Saturdays to attract new participants and cater more towards specific workshop wants and needs the teens have.

**Federation of Ontario Public Libraries board:** The next meeting is on Friday, April 27, 2018. I plan on attending via teleconference.

**Healthy Kids Community Challenge #PowerOffAndPlay Program:** The New Liskeard program ended on April 7 with a total attendance of 114 participants over 6 sessions. The Haileybury program will continue until May 2.

**Joint Automation Server Initiative (JASI) Steering Committee:** The next teleconference meeting set for Wednesday, May 23. The committee is still discussing cataloguing standards and item types.

**Lifestyles:** The Library will be participating at the Lifestyles event again this year. I will bring the green screen and copies of the survey for the public consultations to distribute.

**Public Consultations:** I have purchased a month of upgraded services on SurveyMonkey so we can extend the online survey. So far we have had 110 responses and I will share on Facebook again with the slide shows from the presentations. We have also had 33 paper responses returned, and we have put surveys at all the circulation desks in both libraries. I will also distribute surveys at the Lifestyles event at the end of April. In total we had 42 people attend the consultations, of which 16 were neither library staff or board, or members of council or city staff.

### **Programming:**

**Visits to the Extendicare, Lodge and Manor nursing homes to exchange books**  
Ongoing on Fridays and Saturdays by staff members and volunteers.

### **Life Skills visits at the New Liskeard Branch**

The Life Skills group continues to visit every second Wednesday for a storytime and craft activity this winter.

### **Gadget Helper at both branches of the library**

The Gadget Helper program has been fully booked for the January and February dates available.

### **Spring Session Preschool Storytime at both branches of the Library**

All preschoolers accompanied by an adult are invited to join us for this fun filled, active and exciting introduction to early literacy and the wonders of the library. For more information please contact us at 705-647-4215 or 705-672-3707 or email [newliskeard@temisklibrary.com](mailto:newliskeard@temisklibrary.com) or [haileybury@temisklibrary.com](mailto:haileybury@temisklibrary.com)

**Wednesdays from 11:15—11:45 a.m.**

**New Liskeard Branch:** April 18, and May 2, 16 and 30

**Haileybury Branch:** April 11 and 25, and May 9 and 23

**Temiskaming Shores Public Library Bookclub at the New Liskeard Branch**

The Book Pick for March is Dark Matter by Blake Crouch.

**Thursday, April 12 at 6:00 p.m. at the New Liskeard Branch**

Call (705) 672-3707 for more information

**Power Off and Play at the Haileybury Branch**

Join us at the Haileybury Branch Library on Wednesday, March 7 and every second Wednesday until May 2 for story time, crafts and games!

**Date: Wednesday, April 18**

Time: 4:15 p.m. to 5:30 p.m.

Age Group: 6-12 years old. Call 705-672-3707 or stop by either branch to sign up!

**Books and Bites at the Haileybury Branch**

Join us for a Books and Bites Book Launch at the Haileybury Branch Library on Thursday, April 19 at noon to chat with Author David Brydges about his new book of poetry entitled Vagabond Post Office: A Poetry Collection. Bring your lunch and a friend! Refreshments will be served. Admission is free! For more information call 705-672-3707.

**TechSocial at the New Liskeard Branch**

Starting in April 2018, NEOnet will be hosting seniors (age +55) technology training at New Liskeard Public Library! Workshops will cover: the basics of your device, safety and security features, the default applications associated with your device, and some fun application options for you to enjoy. Workshops will cover each topic in-depth and will include practice time, as well as a question and answer period. Space is limited, so make sure to sign-up early! We encourage everyone to bring their smartphone or tablet along with them; if not, NEOnet has limited devices that they will provide to participants for use in the workshop.

**Workshop sessions are as follows:**

- **Friday April 13 at 1:00 pm** – Workshop 1: The Basics – Covering the basic functions of your device and getting you acquainted with it. If you're new or need a review, come on out!
- **Friday April 27 at 1:00 pm** – Workshop 2: Safety and Security – Reviewing some of the safety and security features of your device. As well, we'll go over internet safety and how to ensure you are protected while online.
- **Friday May 11 at 1:00 pm** – Workshop 3: Default Applications – We'll walkthrough some of the applications that come with the device. As well as show you some useful tips and tricks.
- **Friday May 25 at 1:00 pm** – Workshop 4: Entertainment Applications – Time for the fun to start! We'll take you through some fun and useful apps that you can enjoy in your everyday life.

**For more information or to sign-up for the workshops:** visit <https://goo.gl/forms/xP6Q27SMaEHjtq6I2>, call us at 705-360-1353, or email the team at [TechSocial@neonet.on.ca](mailto:TechSocial@neonet.on.ca), or contact the New Liskeard Library at 705-647-4215.

### **Finances and Statistics**

The Board reviewed the financial and statistical reports as provided by the CEO.

### **Motion #2018-17**

**Moved by:** Roger Oblin

**Seconded by:** Jeff Laferriere

Be it resolved that the Temiskaming Shores Public Library Board accepts the April Secretary-Treasurer's report, Workplace Inspection report and Financial report.

**Carried.**

### **8. Committee Reports**

- a. **Finance and Property Committee:** Nothing to report.
- b. **Planning, Personnel, Policy and Publicity Committee.** Nothing to report.
- c. **Building Committee:** Nothing to report.
- d. **Library Services Committee.** Jeff Laferriere reported on the public consultations.

### **9. New Business**

- a. **Discussion on snowshoes at the Haileybury Branch.** The Board discussed options for barcoding the snowshoes to lend out to patrons.
- b. **Discussion regarding options for New Liskeard Branch location.** The Board discussed the options currently available.

### **10. Plan, Policy review and By-law review**

- a. **Review Policy**

**i. Protocol for use of staff computers, Per-24.**

**Motion #2018-18**

**Moved by:** Brenda Morissette

**Seconded by:** Roger Oblin

Be it resolved that the Temiskaming Shores Public Library Board accepts the library's policy: Protocol for use of staff computers, as reviewed by the Board

**Carried.**

**11. Closed Session**

**Motion #2018-19**

**Moved by:** Roger Oblin

**Seconded by:** Jeff Laferrere

Be it resolved that the Temiskaming Shores Public Library Board go into Closed Session at 7:57 p.m. in regards to identifiable individuals.

**Carried.**

**Motion #2018-20**

**Moved by:** Roger Oblin

**Seconded by:** Jeff Laferriere

Be it resolved that the Temiskaming Shores Public Library Board rise from Closed Session at 8:08 p.m. without report.

**Carried.**

**12. Adjournment**

Adjournment by Jeff Laferriere at 8:09 p.m.

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Chair – Donald Bisson

**EARLTON-TIMISKAMING REGIONAL  
AIRPORT AUTHORITY (ETRAA)  
MINUTES**

Thursday, March 15, 2018  
Corporation of the Township of Armstrong  
Council Chambers  
Earlton, Ontario

**Attendance:** Marc Robillard, Barbara Beachey, Kevin Leveille, Doug Metson, Earl Read,  
Pauline Archambault, Carman Kidd, Bryan McNair, Morgan Carson,  
Harold Cameron, Sheila Randell

**Regrets :** Henry Baker **Absent:** Ken Laffrenier, Kerry Stewart, Debbie Veerman

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

Moved by: Doug Metson

Seconded by: Bryan McNair

BE IT RESOLVED THAT "the meeting of March 15, 2018 be called to order at 6:30 p.m.

Carried

**2. Approval of Agenda**

Moved by: Doug Metson

Seconded by: Bryan McNair

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

Carried

**3. Approval of Minutes of Last Meeting**

Moved by : Doug Metson

Seconded by : Bryan McNair

BE IT RESOLVED THAT "the Minutes of the Meeting held January 18, 2018, be adopted as presented."

Carried

**4. Business Arising from Minutes**

None

**5. Committee Reports**

(a) Financial Report:

Moved by: Doug Metson

Seconded by: Bryan McNair

BE IT RESOLVED THAT "the report of the Finance Committee for the month of February 2018 be adopted as presented and be attached hereto, forming part of these Minutes."

Carried

(b) Property & Maintenance  
No Report

(c) Human Resources  
No Report

**6. Correspondence**

Moved by: Kevin Leveille

Seconded by: Barbara Beachey

BE IT RESOLVED THAT "the Correspondence for February 2018 be filed".

Carried

**7. Manager's Report**

Moved by : Doug Metson

Seconded by: Kevin Leveille

BE IT RESOLVED THAT "the Manager's Report for the month of February 2018 be adopted as presented and attached hereto forming part of these Minutes."

Carried

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

Carman Kidd advised the Board that all but two municipalities have signed on for the 5-year term. He will be contacting James Twp. and Chamberlain Twp. to get an answer from them.

Carman also suggested that there be a contract drafted up for all municipalities who will be participating in the 5-year plan. All agreed that this would be a good idea.

Moved by: Kevin Leveille

Seconded by: Earl Read

BE IT RESOLVED THAT "the Chairman's Remarks/Report be adopted as presented."

Carried.

**9. Any New Business**

Regarding the Statement of Claim - Armstrong Twp. has retained a lawyer, and the City of Temiskaming Shores has applied for an extension.

Currently waiting to hear back from the insurance company regarding procedures, however, all municipalities will be covered under the Airport insurance, and confirmation is to be sent to all clerks.

Concern was addressed regarding Wabusk. Carman will be in touch with Paul Cox.

Quotes on cardlock system are being obtained by Harold.

12. **Closed Session**  
None

13. **Adjournment**

Moved by : Doug Metson

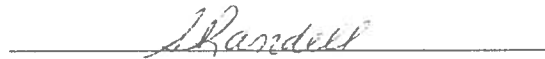
Seconded by: : Kevin Leveille

BE IT RESOLVED THAT "this meeting be adjourned at 7:25 p.m."

Next meeting scheduled for Executive at Airport April 19, 2018 @ 6:30.

Carried

  
Chair

  
Secretary



# EARLTON-TIMISKAMING REGIONAL AIRPORT APRIL 2018

## REVENUE

	<u>ACTUAL</u>	<u>YTD</u>
Fuel	\$10,693	\$61,951
Operations	\$8,802	\$325,780
	<hr/>	<hr/>
	\$19,495	\$387,731

## EXPENSES

Fuel	\$0	\$53,101
Operations	\$36,885	\$128,204
Capital Expenses		\$15,698
		<hr/>
	\$36,885	\$197,003

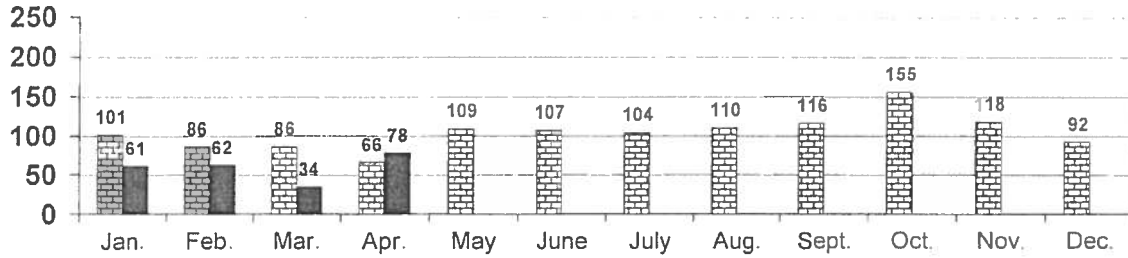
## NET PROFIT/LOSS

Fuel	\$10,693	\$8,850
Operations	-\$28,083	\$197,576
Capital Expenses		\$980
		<hr/>
	-\$17,390	

<u>FUEL INVENTORY - JET A1</u>	\$ 18,654
<u>FUEL INVENTORY - AVGAS</u>	\$ 4,620
<u>FUEL INVENTORY - DIESEL</u>	\$ 4,504

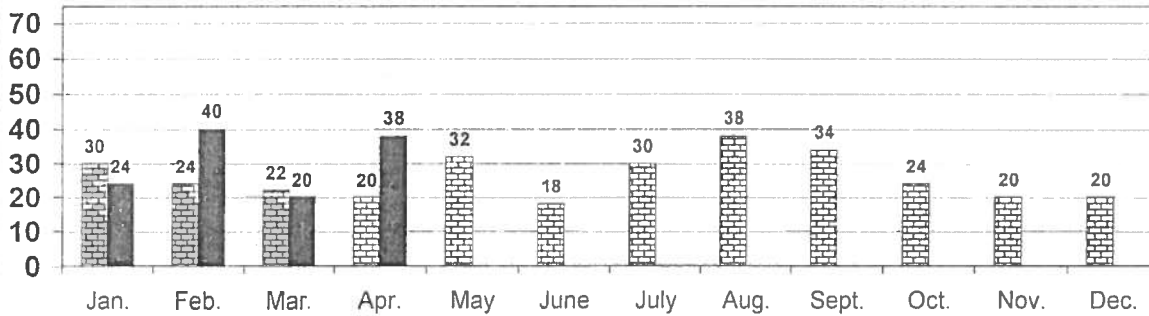
### Air Carriers Movements

2017  
2018



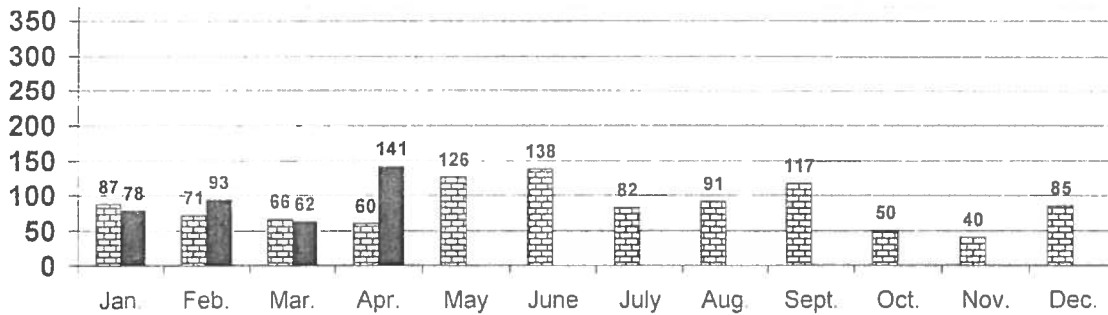
### Air Ambulance Movements

2017  
2018



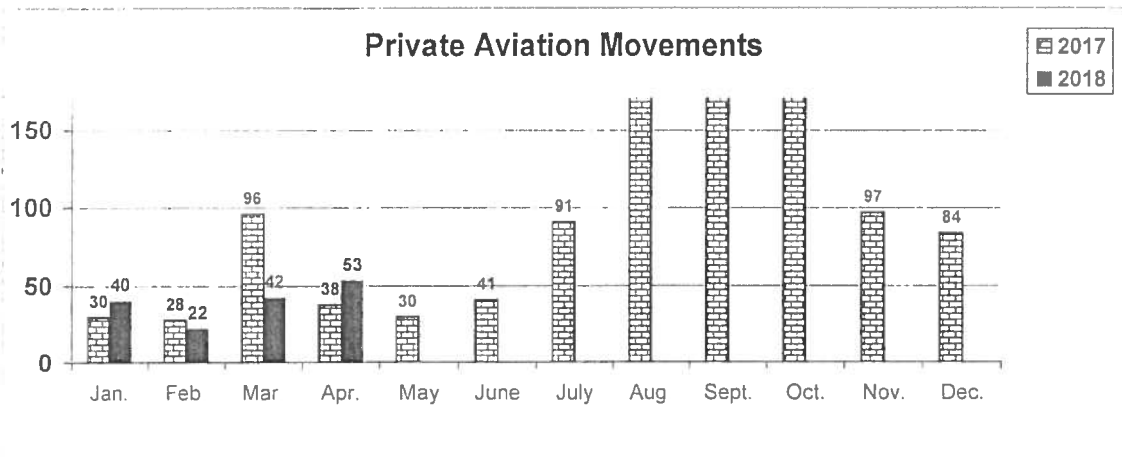
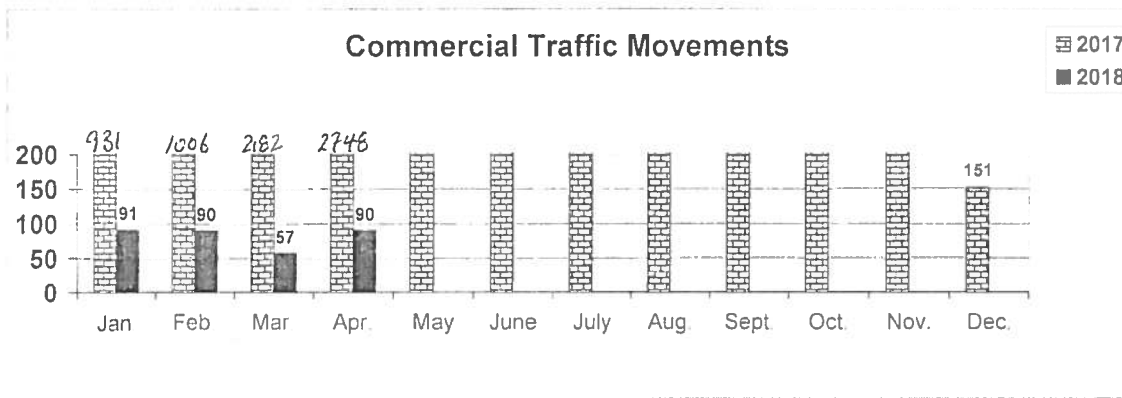
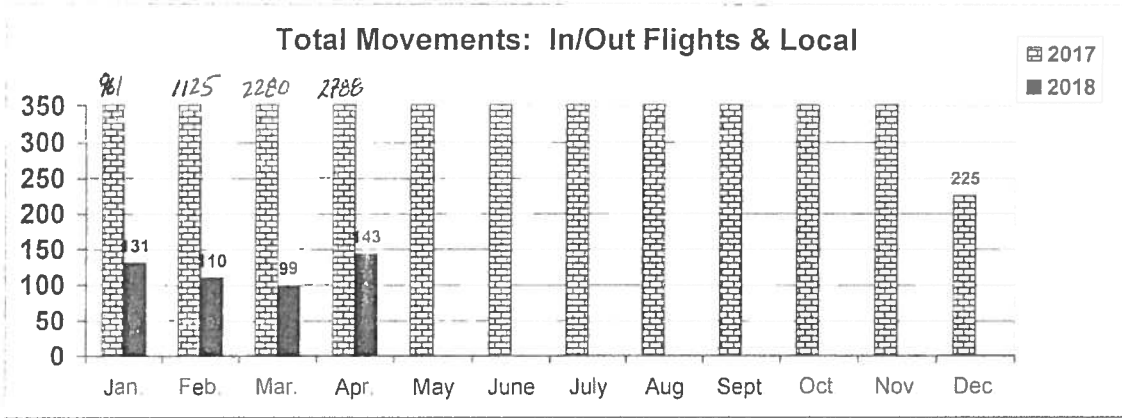
### # Pgrs. via Air Charter

2017  
2018



# ANNUAL AIRCRAFT MOVEMENTS

AS OF APRIL 30, 2018



## MANAGER'S REPORT APRIL 2018

### Cardlock:

The cardlock system for fuel dispensing at our Airport has been ordered. It will be 4 to 6 weeks delivery, and then we will need to get it installed and up and running.

### Fuel Sales:

The Avgas sales of 2506 litres is the highest recorded for any April since 2006. This increase is also reflected in the private aviation movements, which are up from last year. Typically these are recreational private pilots with gasoline engines. One airplane has returned from wintering in a hangar at a southern Airport. We also note the return of our friends from the Airport in St-Bruno-de-Guiges, Quebec. There was an issue here with congested air space which they had chosen to avoid.

### T Hangars:

I contacted eight different companies for information on the construction of T hangars for private airplanes at our facility. We would like to be further along in this process by now, but had to secure the funding before going ahead with the planning and permit applications. There are many local businesses that have contacted the Airport to offer their services after reading about this project in our news media. We will have a presentation at tonight's meeting to lay out a plan for the members of what will need to be done going forward.

Harold Cameron  
Earlton-Timiskaming Regional Airport Manager

## Community Contribution Summary

2018 Sharing Contribution  
Per Capita Contribution - \$9.33

<u>Community</u>	<u>Population</u>	<u>Contribution</u>	<u>Paid</u>
Armstrong	1166	\$10,879	\$10,879.00
Casey	368	\$3,433	
Chamberlain	332	\$3,098	\$1,549.00
Charlton and Dack	686	\$6,400	
Coleman	595	\$5,551	\$2,775.50
Englehart	1479	\$13,799	\$13,799.00
Evanturel	449	\$4,189	
Harley	551	\$5,141	
Hilliard	223	\$2,081	\$1,040.50
Hudson	503	\$4,693	
Temiskaming Shores	9920	\$92,554	
Thornloe	112	\$1,045	
<b>Total Contributions</b>	<b>16384</b>	<b>\$152,863</b>	<b>\$30,043.00</b>

### Donation

Kerns	358	\$3,340	
<b>Total Contributions</b>		<b>\$156,203</b>	<b>\$30,043</b>

As of May 3, 2018

**1. Call to Order**

The Cemetery Advisory Committee meeting was called to order at 12:35 p.m.

**2. Roll Call**

Present: Councillor Mike McArthur, Councillor Danny Whalen, Sue Weiss and Elburn “Kye” Palmer

Regrets: Grieg Carter

Others Present: City Manager, Christopher W. Oslund; Municipal Clerk, David B. Treen and Director of Public Works, Doug Walsh

**3. Review of Revisions or Deletions to Agenda**

None

**4. Approval of Agenda**

Recommendation No. CAC-2018-001

Moved by: Mike McArthur

Be it resolved that Cemetery Advisory Committee approves the agenda as printed.

**Carried**

**5. Disclosure of Pecuniary Interest and General Nature**

None

**6. Review and Adoption of Previous Minutes**

Recommendation No. CAC-2018-002

Moved by: Danny Whalen

Be it resolved that the Cemetery Advisory Committee approves the following minutes as printed:

- a) Minutes of the Cemetery Advisory Committee held on September 28, 2012.

**Carried**

**7. Appointment of Chairman**

*Recommendation No. CAC-2018-003*

Moved by: Danny Whalen

Be it resolved that the Cemetery Advisory Committee appoints Councillor McArthur as Chairman of the Cemetery Advisory Committee for the term of Council.

**Carried**

**8. Communications**

None

**9. Unfinished Business**

None

**10. New Business**

***10.1 Cremation Plots – Mount Pleasant Cemetery***

**Discussion:**

Dave Treen, utilizing powerpoint provided an overview of the general operations at the Mount Pleasant Cemetery in regards to which sections were being utilized, those that are at capacity and those that are still vacant. General statistics were provided in regards to full burials (i.e. caskets) in relation to cremations and the trend towards cremations.

Dave indicated that the existing Columbarium is located in Section J and reviewed a proposal to convert the existing full sized lots into cremation lots that would be 5' x 4'. The proposal would also provide for a single foundation (look like a sidewalk) across a series of cremation plots from one lane to the next lane. The foundation would be installed as a single concrete pour with groves places at the grave boundaries (lot lines) and one someone purchase a cremation plot the foundation cost would be included.

Recommendation No. CAC-2018-004

Moved by: Elburn Palmer

Be it resolved that the Cemetery Advisory Committee acknowledges the presentation in regards to the proposed creation of cremation plots at the Mount Pleasant Cemetery;

That the Cemetery Committee approves the conversion of Section J in Mount Pleasant Cemetery into cremation plots; and

That the Cemetery Committee directs the Municipal Clerk to file with the register a detailed plan of the proposed alteration in accordance with Division B of Part III of Ontario Regulation 288/15 under the Funeral, Burial and Cremation Services Act, 2002.

**Carried**

**10.2 Cremation Plots – Valleyview Cemetery****Discussion:**

Dave Treen, utilizing powerpoint provided an overview of the general operations at the Valleyview Cemetery in regards to which sections were being utilized, those that are at capacity and those that are still vacant. The cremation plots identical to Mount Pleasant are being proposed for Valleyview Cemetery in Section B along the tree line to the west.

Recommendation No. CAC-2018-005

Moved by: Sue Weiss

Be it resolved that the Cemetery Advisory Committee acknowledges the presentation in regards to the proposed creation of cremation plots at the Valleyview Cemetery;

That the Cemetery Committee approves the conversion of a portion of Section B in Valleyview Cemetery into cremation plots; and

That the Cemetery Committee directs the Municipal Clerk to file with the register a detailed plan of the proposed alteration in accordance with Division B of Part III of Ontario Regulation 288/15 under the Funeral, Burial and Cremation Services Act, 2002.

**Carried**

**10.3 Cremation Plots – Pioneer Cemetery****Discussion:**



Dave Treen, utilizing powerpoint provided an overview of the general operations at the Pioneer Cemetery. Pioneer Cemetery is uniquely different from both Mount Pleasant and Valleyview in that there appears to be no available plots and the topography makes it difficult to install a single foundation across several plots.

Dave noted that in the legend on the original mapping for Pioneer there are a significant number of graves designated as “*Not Sold*” and there is an assumption when the electronic file (excel) was created those lots were designated as “*Not for Sale*” in the spreadsheet. There appears to be no rational reason that they are not being used. There are 70 plots (22’ x 10’) with this designation and are bordered by full burials on either side, not making them conducive to full burials (too difficult to access with machinery).

Staff will have to review these areas on a case by case basis to determine which ones can be used for Cremation Plots.

*Recommendation No. CAC-2018-006*

Moved by: Danny Whalen

Be it resolved that the Cemetery Advisory Committee acknowledges the presentation in regards to the proposed creation of cremation plots at the Pioneer Cemetery;

That the Cemetery Committee approves the conversion of subsections within Section A in Pioneer Cemetery into cremation plots; and

That the Cemetery Committee directs the Municipal Clerk to file with the register a detailed plan of the proposed alteration in accordance with Division B of Part III of Ontario Regulation 288/15 under the Funeral, Burial and Cremation Services Act, 2002.

**Carried**

#### **10.4 Working Alone Policy**

##### **Discussion:**

In January 2015 Council adopted By-law No. 2015-027 being a by-law to adopt a Working Alone Policy for the City of Temiskaming Shores. Within the document it states that work alone assignments will be evaluated on a case-by-case basis, considering the various risk factors: tasks and associated hazards involved, consequences from “worst case” scenarios, likelihood for others to be in the area, injury or incident that could prevent employee from calling for help, emergency response time, training and experience, worker’s physical limitations or medical conditions, time when work is done and accustomed to working alone.

Caretaker at Mount Pleasant (George) routinely works alone at cemetery.

Doug Walsh outlined a process used at Public Works for the Winter Patrol person wherein which they carry a portable radio that que's for a response after a certain amount of time (i.e. every 1 hr or 2 hrs, etc.) and if there is no response from the carrier individuals are called until someone is reached for the purpose of responding to the location of radio carrier.

### **10.5 Graveside Services – Full Burials**

#### **Discussion:**

The Municipal Clerk and Road Superintendent attended the Cemeterian Operations and Management course in the fall of 2017. One topic of significant discussion was the opening of graves for graveside services and the lowering of caskets into the grave. There were a lot of safety issues identified from having people carry a casket across and open hole to inadequate weather conditions with people in dress shoes; slip and fall circumstances.

The majority of cemeteries in Ontario do not open the grave until after the graveside service is completed. The implementation of a policy to perform openings subsequent to services is warranted; however there are some parameters that require consideration such as; family members wishing to remain to ensure burial and depending on the time of the service, overtime may be required to open grave.

#### Recommendation No. CAC-2018-007

Moved by: Elburn Palmer

Be it resolved that the Cemetery Advisory Committee recommends the adoption of a Graveside Service Policy that does not permit the pre excavation of graves.

**Carried**

### **11. Closed Session**

#### Recommendation No. CAC-2018-008

Be it resolved that the Cemetery Advisory Committee agrees to convene in Closed Session at 1:45 p.m. to discuss the following matters:

- a) **Under Section 239 (2) (b) of the Municipal Act, 2001 – personal matters about an identifiable individual;**

**Carried**

#### Recommendation No. CAC-2018-009

Be it resolved that the Cemetery Advisory Committee agrees to rise with report from Closed Session at 2:00 p.m.

**Carried**

**12. Next meeting**

To be scheduled on an as needed basis.

**13. Adjournment**

*Recommendation No. CAC-2016-010*

Moved by: Elburn Palmer

Be it resolved that Cemetery Advisory Committee adjourns at 2:05 pm.

**Carried**

\_\_\_\_\_  
Chairman – Mike McArthur

\_\_\_\_\_  
Recording Secretary – David B. Treen

**The Corporation of the City of Temiskaming Shores  
Committee of Adjustment**

**Meeting Minutes**

Wednesday, April 25, 2018

---

**Present:** Chair: Carman Kidd  
Members: Florent Heroux; Suzanne Othmer

**Regrets:** Robert Dodge; Angela Hunter; Maria McLean; Voula Zafiris

**Also Present:** Jennifer Pye, Secretary-Treasurer

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**1. Opening of Meeting**

*Resolution No. 2018-06*

Moved By: Florent Heroux  
Seconded By: Suzanne Othmer

Be it resolved that the Committee of Adjustment meeting be opened at 1:30 p.m.

**Carried**

**2. Adoption of Agenda**

*Resolution No. 2018-07*

Moved By: Suzanne Othmer  
Seconded By: Florent Heroux

Be it resolved that the Committee of Adjustment adopts the agenda as printed.

**Carried**

**3. Declaration of Pecuniary Interest**

None

**4. Adoption of Minutes**

*Resolution No. 2018-08*

Moved By: Florent Heroux  
Seconded By: Suzanne Othmer

Be it resolved that the Committee of Adjustment for the City of Temiskaming Shores hereby approves the minutes of the March 28, 2018 Committee of Adjustment Meeting as printed.

**Carried**

**5. Public Hearings**

Chair Carman Kidd advised that this afternoon a public hearing is scheduled for one consent application.

The Planning Act requires that a public hearing be held before the Committee of Adjustment decides whether to approve such applications. The public hearing serves two purposes: first, to present to the Committee and the public the details and background to the proposed application and second, to receive comments from the public and agencies before a decision is made.

**5.1 Consent Application B-2018-01(NL) – Christian Perrault on behalf of Lizanne Tourigny and Richard Tourigny, 22 Beach Boulevard**

The Chair declared the public hearing for Consent Application B-2018-01(NL) to be open.

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**The Corporation of the City of Temiskaming Shores  
Committee of Adjustment**

**Meeting Minutes**

Wednesday, April 25, 2018

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The Chair asked the Planner, Jennifer Pye, to summarize the proposal, provide any additional information that may be relevant and summarize any correspondence received to date regarding this application.

**Subject land:** 22 Beach Boulevard; Plan M79NB Part of Block C; RP 54R-4165 Part 1; Parcel 24848SST

**Purpose of the application:** The purpose of the application is to create an easement over a 3.5m wide strip of property along the east property line, running the length of the property. The purpose of the easement is to grant access across the existing driveway for the property at 405 Lakeshore Road. The easement would be registered on title to ensure it remains in perpetuity.

**Statutory public notice:** The application was received on March 29, 2018 and was circulated to City staff. Notice of the complete application and public hearing was advertised in the Temiskaming Speaker on April 11, 2018 in accordance with the requirements of the Planning Act. Notice was also mailed to property owners within 60m (200') of the subject land.

Jennifer Pye summarized the Planning Report and advised that in her opinion the application is consistent with the Provincial Policy Statement (2014), and meets the general intent and purpose of the City of Temiskaming Shores Official Plan and City of Temiskaming Shores Zoning By-law, and respectfully requested that the Committee approve the application.

The committee considered the following resolution:

Resolution No. 2018-09

Moved By: Florent Heroux  
Seconded By: Suzanne Othmer

**Whereas** the Committee of Adjustment for the City of Temiskaming Shores has considered Consent Application B-2018-01(NL) as submitted by Christian Perrault on behalf of Lizanne Tourigny and Richard Tourigny for the following lands: 22 Beach Boulevard, Plan M79NB Part of Block C, RP 54R-4165, Parcel 24848SST;

**And whereas** the applicant is requesting consent to register an easement over a 3.5m strip of land along the east property line to be registered on title in favour of and to provide access to the adjacent property to the south (405 Lakeshore Road);

**And whereas** the Committee of Adjustment for the City of Temiskaming Shores has received the planning report dated April 20, 2018 and has considered the recommendations therein;

**Be it resolved that** the Committee of Adjustment for the City of Temiskaming Shores hereby approves Consent Application B-2016-04(D) subject to the following conditions:

- 1) The following documents shall be provided to the Secretary-Treasurer for the transaction described:
  - a) Two copies of the signed Acknowledgement and Direction;
  - b) The "Transfer in Preparation" and/or "Transfer Easement in Preparation";

**The Corporation of the City of Temiskaming Shores  
Committee of Adjustment**

**Meeting Minutes**

Wednesday, April 25, 2018

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- c) A Planning Act Certificate Schedule on which is set out the entire legal description of the parcel(s) in question. This Schedule must also contain the names of the parties indicated on Page 1 of the "Transfer in Preparation" and/or "Transfer Easement in Preparation";
- d) A reference plan of survey which bears the Land Registry Office registration number and signature as evidence of its deposit therein, illustrating the parcel to which consent approval relates;
- e) A copy of the easement agreement duly executed by all parties, which sets out the responsibilities of the property owners for maintenance of the easement area including, but not limited to, grading and snow removal;
- f) An undertaking from the applicant's solicitor confirming that the easement agreement required in condition "1) e)" will be registered on title to both the dominant and servient properties.

**Carried**

**6. Unfinished Business**

None

**7. Applications for Next Meeting**

Next meeting: Wednesday, May 30, 2018

**8. Adjournment**

*Resolution 2018-10*

Moved By: Suzanne Othmer

Seconded By: Florent Heroux

Be it resolved that the Committee of Adjustment meeting be closed at 1:45 pm.

**Carried**

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Carman Kidd  
Chair

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Jennifer Pye  
Secretary-Treasurer

# Memo

**To:** Mayor and Council  
**From:** Clayton Seymour, Chief Building Official  
**Date:** June 5, 2018  
**Subject:** Third Reading of By-law No. 2018-081 Property Standards  
**Attachments:** None

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Mayor and Council:

On May 1, 2018 Council passed first and second reading of By-law No. 2018-081 for a new proposed Property Standards Bylaw and directed staff to conduct an open house in order to educate the general public of the proposed changes and to gather any public input that may arise.

The open house was conducted on the evening of May 9<sup>th</sup> at Riverside Place and was advertised in the Speaker, the City website and on the City Facebook page. The event was staffed by various persons responsible for the enforcement and direction of the Bylaw. The event was not well attended, however we made ourselves available and the event provided an avenue for any input.

Upon review of the final draft it was noticed that a clause in Section 7 had been inadvertently omitted relating to “reporting”. The clause has been added to the final draft and reads as follows:

*Except in the case of immediate life safety concerns, before provisions of Section 7 of this by-law are enforced all issues shall be reported in writing to the property owner or agent, and a reasonable amount of time be given to allow necessary repairs.*

The final draft was presented at the PPP Committee meeting held on May 11, 2018. The PPP Committee endorsed the recommendation to have Council consider third reading of By-law No. 2018-081 at the June 5, 2018 Regular Council meeting

It is recommended that Council proceed now with third and final reading.

Prepared by:

Reviewed and approved by:

Reviewed and submitted for  
Council’s consideration by:

“Original signed by”

“Original signed by”

“Original signed by”

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Clayton Seymour  
Chief Building Official

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Shelly Zubyck  
Director of Corporate Services

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Christopher W. Oslund  
City Manager

# Memo

**To:** Mayor and Council  
**From:** Jennifer Pye, Planner  
**Date:** May 31, 2018  
**Subject:** Deeming By-law for 646 Lakeshore Road South (lot 5 and part of lot 6 on Plan M54NB; Parcel 7186SST)  
**Attachments:** **Appendix 01:** Request for Deeming By-law  
**Appendix 02:** Draft Deeming By-law

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Mayor and Council:

Dr. Duncan Cameron has submitted a request for a deeming by-law for his property at 646 Lakeshore Road, Haileybury. The property is comprised of lot 5 and part of lot 6 on Plan M54NB. The property also includes part of Block B, however this portion is located on the east side of Lakeshore Road and cannot be deemed with the other lots as part of this request as it is not considered to be an adjacent lot.

Dr. Cameron is proposing to demolish the existing detached garage on the property and construct a new garage in roughly the same location and the deeming by-law is required to combine the lots into a single property for the purposes of the Planning Act.

The subject property is designated Residential Neighbourhood in the City of Temiskaming Shores Official Plan and is zoned Medium Density Residential (R3) in the City of Temiskaming Shores Zoning By-law.

If the Deeming By-law is passed it will be registered on title at the owner's expense. It is recommended that Council pass the deeming by-law.

Prepared by:

Reviewed and approved by:

Reviewed and submitted for  
Council's consideration by:

"Original signed by"

"Original signed by"

"Original signed by"

\_\_\_\_\_  
Jennifer Pye  
Planner

\_\_\_\_\_  
Shelly Zubyc  
Director of Corporate Services

\_\_\_\_\_  
Christopher W. Oslund  
City Manager



DUNCAN CAMERON  
646 Lakeshore Road, Haileybury, ON  
POJ 1K0

To: MS Jennifer Pye  
Planner; City of Temiskaming Shores  
325 Farr Drive  
Box 2050, Haileybury, ON, POJ 1K0

May 29, 2018

I am the owner of the property known as 646 Lakeshore Road, in Haileybury. In the near future I plan to demolish my present two car Garage garage and replace it with a new one.

To facilitate this, I am requesting a deeming bylaw to combine two lots of which this property consists (Plan M54NB PT BLOCKB LOT5 PT LOT6 PCLS 7186 14711 SST).

Due to my frequent absence on business trips, I have engaged my brother, Len Cameron, to deal with this matter on my behalf.

If there is any further information you require, you may contact him:

e-mail: [lenniecee@gmail.com](mailto:lenniecee@gmail.com)

phone: 705 672 1006

Or contact me: e-mail

[duncanfcameron@gmail.com](mailto:duncanfcameron@gmail.com)

phone: 705 672 1006

I have enclosed a cheque for \$226.00 for the fee. The legal work and registration will be handled by my lawyer, Bill Ramsay.

Ramsay Law Office  
Box 160, 18 Armstrong street  
New Liskeard, ON  
POJ 1P0

Thank you for your consideration of this matter.

Yours Truly,

Duncan F. Cameron



**The Corporation of the City of Temiskaming Shores**

**By-law No. 2018-000**

**Being a by-law to designate any plan of subdivision, or part thereof, that has been registered for eight years or more, which shall be deemed as not a registered plan of subdivision 646 Lakeshore Road South  
– Roll No. 54-18-030-001-032.00**

**Whereas** Section 50(4) of the Planning Act, R.S.P. 1990, c.P.13, as amended authorizes the Council of a municipality to designate by by-law, a plan of subdivision, or any part thereof, that has been registered for eight (8) years or more, which shall be deemed not to be a registered plan of subdivision for the purposes of subdivision control;

**And whereas** the property owner has requested that the following properties be merged on title: Lot 5 and Part of Lot 6, Plan M-54 N.B.; Parcel 7186 SST;

**Now therefore** the Council of the Corporation of the City of Temiskaming Shores enacts as follows:

1. That the lands hereinafter described shall be deemed not to be a lot or block on a Registered Plan of Subdivision for the purposes of Section 50(4) of the Planning Act R.S.O. 1990, c.P.13, as amended and as generally illustrated on Schedule "A" attached hereto and forming part of this by-law.
2. That the lands are described as:
  - a) Parcel 7186 SST, Plan M-54 N.B., Lot 5;
  - b) Parcel 7186 SST, Plan M-54 N.B., Part of Lot 6;
3. That in accordance with Section 50(28) of the Planning Act, R.S.O. 1990, c.P.13, as amended, a certified copy or duplicate of this by-law shall be registered by the Clerk of the Corporation of the City of Temiskaming Shores at the Land Registry Office in Haileybury, Ontario.
4. That in accordance with Section 50(29) of the Planning Act, R.S.O. 1990, c.P.13, as amended, Council shall give notice of the passing of the by-law within 30 days of the passing to the owner of land to which the by-law applies.
5. That in accordance with Section 50(30) of the Planning Act R.S.O. 1990, c.P.13, as amended, Council shall hear in person or by an agent any person to whom a notice was sent, who within twenty days of the mailing of the notice gives notice to the Clerk of The Corporation of the City of Temiskaming Shores that the person desires to make representations respecting the amendment or repeal of the by-law.
6. That the Mayor and Clerk are authorized to sign all necessary documents in connection with this by-law.

7. That this by-law shall not be effective until a certified copy or duplicate of this by-law is registered by the Clerk of The Corporation of the City of Temiskaming Shores at the Land Registry Office in Haileybury, Ontario.
8. That the passing of this by-law shall be subject to the provisions of the Planning Act.
9. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the By-law and schedule as may be deemed necessary after the passage of this By-law, where such modifications or corrections do not alter the intent of the By-law.

**Read a first, second and third time and finally passed** this 5<sup>th</sup> day of June, 2018.

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Mayor – Carman Kidd

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Clerk – David B. Treen

Schedule “A”

City of Temiskaming Shores



646 Lakeshore Road South

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**Subject:** City of Temiskaming Shores – Site  
Plan Control By-law

**Agenda Date:** June 5, 2018  
**Report No.:** CGP-014-2018

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## **Attachments**

**Appendix 01:** Draft Site Plan Control By-law

## **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CGP-014-2018; and
2. That Council directs staff to submit the by-law, being a by-law to designate the City of Temiskaming Shores as a site plan control area for consideration at the June 5, 2018 Regular Council meeting.

## **Background**

Site plan control is a tool under the Planning Act that allows City staff, the Temiskaming Shores Accessibility Advisory Committee, and Council to review the details of a proposed development to ensure all aspects of the development of the site have been considered, and any potential issues can be identified and addressed prior to the development occurring. The site plan control process has been used for many major developments in the City, including the Canadian Tire expansion, the Northern College student residence, and the redevelopment of the Roy's Restaurant/Valtin's property to the Renaissance Place multi-unit residential buildings.

The City of Temiskaming Shores Zoning By-law No. 2017-154 came into effect on January 1, 2018, and repealed the Zoning By-laws of the Town of Haileybury, Town of New Liskeard, and Township of Dymond. The site plan control by-laws for each of the former areas, however, are still in effect and reference specific sections of each of the former Zoning By-laws. In order to align the City's site plan control policies with the City of Temiskaming Shores Zoning By-law a site plan control by-law for the City is needed.

## **Analysis**

The draft by-law, designating the City of Temiskaming Shores as a site plan control area is attached as Appendix 01. Schedule "A" to the draft by-law sets out the proposed policies for the site plan control process, and the policies to be applied to development that is subject to site plan control.

City staff reviewed the existing site plan control by-laws as well as site plan control by-laws from other municipalities, and considered current practice in formulating the new by-law.

One of the main changes from the existing by-law to the proposed by-law is the way in which the requirement for site plan control is evaluated. The existing by-laws list all of the land use zones and all of the exception zones as zones in which site plan control is required. The proposed by-law states that all uses are subject to site plan control but sets out a list of uses and situations where exemptions apply. The proposed by-law also provides the Planner with some flexibility in determining whether or not site plan control is necessary for a proposed development, provided a list of criteria are met (a similar policy is included in the Township of Dymond site plan control by-law).

Many of the other policies included in the proposed by-law are in keeping with current practice. The existing by-laws did not include as much detail as the proposed by-law which left certain considerations open for interpretation. The proposed by-law standardizes the requirements and makes the process more predictable for the City and developers.

The Protection to Persons and Property Committee reviewed the proposed by-law at their meeting on February 22, 2018. Since the PPP Committee review a policy has been added under Section 10.5 d) that states the required security deposit will only be released or partially released when conditions permit City staff to complete a site inspection to verify the work has been completed. This was included to ensure staff are able to verify landscaping, line painting, and other ground works have been completed, which is not possible when there is snow on the ground.

### **Financial / Staffing Implications**

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

This item is within the approved budget amount: Yes  No  N/A

Community Growth and Planning staffing implications are limited to normal administrative functions and duties.

### **Alternatives**

No alternatives were considered.

### **Submission**

Prepared by:

Reviewed and approved by:

Reviewed and submitted for  
Council's consideration by:

"Original signed by"

"Original signed by"

"Original signed by"

\_\_\_\_\_  
Jennifer Pye  
Planner

\_\_\_\_\_  
Shelly Zubyck  
Director of Corporate Services

\_\_\_\_\_  
Christopher W. Oslund  
City Manager

**The Corporation of the City of Temiskaming Shores**  
**By-law No. 2018-000**  
**Being a by-law to designate the City of Temiskaming**  
**Shores as a Site Plan Control Area**

**Whereas** Section 41 of the Planning Act, R.S.O. 1990, c.P.13, as amended, permits the Council of a municipality to designate the whole or any part of the municipality as a site plan control area provided provisions are included in the Official Plan;

**And whereas** Section 15.15 of the City of Temiskaming Shores Official Plan designates all lands within the City as a Site Plan Control Area;

**And whereas** Section 41 of the Planning Act provides that no person shall undertake any development in an area designated under a by-law passed under that section without first having received approval;

**And whereas** Section 41 of the Planning Act provides that the Council of a municipality may define any class or classes of development that may be undertaken without the approval of plans and drawings otherwise required;

**And whereas** Council considered Administrative Report CGP-014-2018 at the June 5, 2018 Regular Council meeting and directed staff to submit the by-law, being a by-law to designate the City of Temiskaming Shores as a site plan control area for consideration at the June 5, 2018 Regular Council meeting;

**And whereas** it is deemed desirable to designate site plan control areas in the City of Temiskaming Shores;

**Now therefore** the Council of the Corporation of the City of Temiskaming Shores enacts the following as a by-law:

1. That the Site Plan Control By-law, attached hereto as "Schedule A" and forming part of this by-law, be hereby approved;
2. That Township of Dymond By-law Number 2013-143 and all amendments thereto, Town of New Liskeard By-law Number 2218 and all amendments thereto, and Town of Haileybury By-law Number 1994-036 and all amendments thereto, are repealed in their entirety;
3. That the passing of this by-law shall be subject to the provisions of the *Planning Act*.
4. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the By-law and schedule as may be deemed necessary after the passage of this By-law, where such modifications or corrections do not alter the intent of the By-law.

**Read a first, second and third time and finally passed** this 5<sup>th</sup> day of June, 2018.

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Mayor – Carman Kidd

---

Clerk – David B. Treen



## Site Plan Control Policies

### 1. Definitions

In this By-law, unless a contrary intention appears:

- 1.1 **City** means the Corporation of the City of Temiskaming Shores
- 1.2 **Council** means the Council of Corporation of the City of Temiskaming Shores
- 1.3 **Development** means:
  - a) The construction, erection or placing of one or more buildings or structures on land; or
  - b) The making of an addition or alteration to a building or structure that has the effect of substantially increasing the size or usability thereof; or
  - c) The laying out and establishment of a commercial parking lot or of sites for the location of three or more trailers or of sites for the location of three or more mobile homes; or
  - d) Sites for the construction, erection or location of three or more land lease community homes;
  - e) Includes "redevelopment" meaning the removal in whole or in part of one or more buildings or structures from land and the construction, erection or placing of one or more buildings or structures thereon;
  - f) Shall not include the placement of a portable classroom on a school site of a district school board in the school site was in existence on January 1, 2007.

### 2. Site Plan Control Area Designation

- 2.1 The entire area within the boundaries of the City of Temiskaming Shores is hereby designated as a Site Plan Control Area.
- 2.2 The approval of plans and drawings in accordance with Section 4 herein is required before development is undertaken, unless an exemption is provided in Section 3 herein.

### 3. Exemptions

Notwithstanding Section 2, the following types of development may be undertaken without the approvals required herein:

- 3.1 Residential buildings containing fewer than 4 units, unless:
  - a) the property is located within a registered plan of subdivision that is subject to a subdivision agreement wherein site plan control is a requirement for

- development;
- b) site plan control is required as a condition of approval of an application under the Planning Act;
  - c) the property abuts a lake, waterbody, or natural environment area;
- 3.2 Agricultural and farm-related buildings, building additions, building alterations or structures that are utilized in farming operations except:
- a) agriculture-related uses;
  - b) on-farm diversified uses;
  - c) marijuana production facilities as defined in the City of Temiskaming Shores Zoning By-law
- 3.3 An addition or alteration to a building or structure provided that:
- a) The alteration is contained within the existing building or structure;
  - b) The addition or alteration does not increase the parking requirement, or where the addition or alteration increases the parking requirement the additional spaces are accommodated within the existing parking facilities on the site;
  - c) The addition or alteration will not negatively impact natural environment areas, municipal services, drainage, or access to municipal or Provincial roadways;
- 3.4 A home occupation as defined in the City of Temiskaming Shores Zoning By-law;
- 3.5 Reconstruction of buildings or structures destroyed or damaged by fire, explosion, flood, or other similar cause, provided that:
- a) The reconstructed building or structure is used for the same purpose as the former building or structure;
  - b) If the gross floor area of the reconstructed building or structure exceeds that of the former building or structure, the general layout of the parking area and site remain largely the same;
  - c) If the location of the reconstructed building or structure is not the same as the former building or structure, the general layout of the parking area and site remain largely the same;
  - d) The property is not located within the Flood Hazard Constraint Area overlay as identified in the City of Temiskaming Shores Zoning By-law and is not below the 181.7 CGD elevation
- 3.6 Accessory buildings or structures provided that the accessory building is not normally accessible to the public and the location does not interfere with

vehicular and/or pedestrian circulation within the site.

- 3.7 Development on a site that is largely developed, provided the proposed development will not result in a significant increase in traffic or impact vehicular and/or pedestrian circulation within the site or on lands directly adjacent to the site.
- 3.8 Any other development for which, in the qualified opinion of the City's Planner, a Site Plan Control Agreement would be unnecessary because the development would not negatively impact natural environment areas, cultural heritage features, municipal services, drainage, or access to municipal or provincial roadways, or has existing access to municipal or provincial roadways, or where the development would not substantially increase the usability of the land, building or structure.

#### **4. Drawings**

No person shall undertake any development that is subject to the requirements herein unless Council has approved one or both of the following:

- 4.1 Plans showing the location of all buildings and structures to be erected and showing the location of all facilities and works to be provided in conjunction therewith, and of all facilities and works required under Section 5 herein;
- 4.2 Drawings showing plan, elevation and cross-section views for each building to be erected, sufficient to display:
  - a) The massing and conceptual design of the proposed building;
  - b) The relationship of the proposed building to adjacent buildings, streets, and exterior areas to which members of the public have access;
  - c) The provision of interior walkways, stairs, elevators and escalators to which members of the public have access from streets, open spaces and interior walkways in adjacent buildings;
  - d) Matters relating to exterior design, including without limitation the character, scale, appearance and design features of buildings, and their sustainable design, but only to the extent that it is a matter of exterior design, if an official plan and a by-law passed under subsection (2) that both contain provisions relating to such matters are in effect in the municipality;
  - e) The sustainable design elements on any adjoining highway under a municipality's jurisdiction, including without limitation trees, shrubs, hedges, plantings or other ground cover, permeable paving materials, street furniture, curb ramps, waste and recycling containers and bicycle parking facilities, if an official plan and a by-law passed under subsection (2) that both contain provisions relating to such matters are in effect in the municipality; and
  - f) Facilities designed to have regard for accessibility for persons with disabilities.

## **5. Approval of Plans and Drawing**

As a condition to the approval of the plans and drawings referred to in Section 4 herein, the City may require the owner of the land to:

- 5.1 Provide to the satisfaction of, and at no expense to the City any or all of the following:
  - a) Subject to the Public Transportation and Highways Improvement Act, facilities to provide access to and from the land such as access ramps and curbsings and traffic direction signs;
  - b) Off-street vehicular loading and parking facilities, either covered or uncovered, access driveways, including driveways for emergency vehicles, and the surfacing of such areas and driveways,
  - c) Walkways and walkway ramps, including the surfacing thereof, and all other means of pedestrian access;
  - d) Facilities designed to have regard for accessibility for persons with disabilities;
  - e) Facilities for the lighting, including floodlighting, of the land or of any buildings or structures thereon;
  - f) Walls, fences, hedges, trees, shrubs or other groundcover or facilities for the landscaping of the lands or the protection of adjoining lands;
  - g) Vaults, central storage and collection areas and other facilities and enclosures for the storage of garbage and other waste material;
  - h) Easements conveyed to the municipality for the construction, maintenance or improvement of watercourses, ditches, land drainage works, sanitary sewage facilities and other public utilities of the municipality or local board thereof on the land;
  - i) Grading or alteration in elevation or contour of the land and provision for the disposal of storm, surface and waste water from the land and from any buildings or structures thereon;
- 5.2 Maintain to the satisfaction of the municipality and at the sole risk and expense of the owner any or all of the facilities or works mentioned in paragraphs ii. through ix. of clause (a), including the removal of snow from access ramps and driveways, parking and loading areas and walkways;
- 5.3 Enter into one or more agreements with the municipality dealing with and ensuring the provisions of any or all of the facilities, works or matters mentioned in clause (a) and the maintenance thereof as mentioned in clause (b) or with the provision and approval of the plans and drawings referred to in Section 4.

## **6. Accessibility Advisory Committee**

- 6.1 The Temiskaming Shores Accessibility Advisory Committee may select site

plans and drawings to review, or may review all applications for Site Plan Control.

- a) Notwithstanding clause a. above, review by the Accessibility Advisory Committee is not required for minor site plans as defined herein.

## **7. Delegation of Site Plan Approval**

7.1 The powers and authority given to Council under Section 41 of the Planning Act are hereby delegated to the Planner for the following types of development:

- a) Residential buildings containing fewer than four units, where required under Section 3;
- b) Home industries as defined in the City of Temiskaming Shores Zoning By-law, provided the home industry complies with the requirements of the City of Temiskaming Shores Zoning By-law;
- c) Minor amendments to approved site plans, including the removal of buildings or structures or portions thereof, or the relocation of buildings or structures, existing or proposed, that comply with the requirements of the City of Temiskaming Shores Zoning By-law and do not substantially impact the site plan as originally approved;

7.2 In the event that the applicant or a member of the public is dissatisfied with any condition or requested modification of a site plan recommended by the Planner, that individual may request, in writing, referral of the site plan to Council. Upon receipt of such referral, staff shall prepare a report for Council's consideration with respect to the referral.

7.3 Any development approved under this Section is considered a minor site plan and is subject to the requirements of Section 11 of this by-law.

## **8. Execution of Agreement**

After approval of an application has been granted by Council or the Planner, as the case may be, the Mayor and Clerk are hereby authorized to sign and execute the site plan agreement and any documents which may be required to implement the conditions of approval.

## **9. Registration of Agreement**

9.1 Any site plan agreement entered into under Section 41 of the Planning Act, and amendments to existing site plan agreements, shall be registered on title against the land to which it applies.

9.2 The cost of the registration of the site plan agreement shall be borne by the applicant.

## 10. Site Plan Securities

- 10.1 To ensure development proceeds as per the approved plans and drawings the applicant is required to submit Site Plan Securities ("securities") to the City.
- a) Site plan securities shall be provided in the form of an irrevocable standby letter of credit, certified cheque, or cash.
  - b) An irrevocable standby letter of credit must be arranged such that draws can be made by the City if necessary, in accordance with the terms and conditions of the site plan agreement.
  - c) Site plan securities must be submitted to the City prior to the issuance of a building permit for the approved development.
- 10.2 If the applicant fails to meet the obligations set out in the executed site plan agreement the City is authorized to complete any required works utilizing the securities deposited with the City. If the securities are not sufficient to cover the cost of the required works the outstanding balance will be added to the tax roll of the property and will be collected in the same manner as taxes.
- 10.3 Security shall be required in the following amounts:
- a) On-site works – 10% of the Site Plan Works Cost Estimate for the on-site works
  - b) Off-site works – 100% of the Site Plan Works Cost Estimate for the off-site works
- 10.4 Site Plan Works Cost Estimates
- a) Cost estimates must be submitted as part of the complete application for site plan control.
  - b) Cost estimates must be prepared and signed by a Professional Engineer licensed to practice in Ontario (P.Eng) ("engineer").
  - c) Cost estimates must be itemized and the estimated cost of each item shown. The chart attached as Appendix "A" is a sample and is meant to show the types of items that should be included in the site plan works cost estimates for both on-site and off-site works. Additional items not included in the chart should be provided as necessary and the estimates may be submitted in an alternate format provided it has been approved by the City.
- 10.5 Release of Securities:
- a) Upon completion of the work required in the approved site plan agreement, the applicant shall provide the City with a certificate from the applicant's engineer verifying that the development has proceeded, and all services, works, and facilities have been installed in accordance with the approved plans and specifications.

- b) Where the applicant's engineer determines that the development has not proceeded and/or any or all services, works and facilities have not been installed in accordance with the approved plans and specifications, then the applicant's engineer shall submit an as-built site plan as well as a "red-lined" version of the approved site plan indicating the differences between the approved site plan and the as-built situation.
- c) Upon completion of all works and services required in the approved site plan agreement to the satisfaction of the City, and in accordance with the requirements of clauses i. and ii. above, the City shall return the securities to the registered owner of the property at the time of the release of securities or to any individual or corporation as may be directed in writing by the registered owner of the property.
- d) The City will only consider the release or partial release of securities during those times of the year when the weather permits staff to complete a site visit to verify certain aspects of the development. Release or partial release of securities will not be considered where snow or other factors restrict or prevent staff from viewing any features of the site.
- e) Prior to the release of any securities the applicant must provide proof that the executed site plan agreement has been registered on title to the property.

#### 10.6 Partial Release of Securities:

- a) The City may permit the partial release of securities upon request from the applicant at the City's sole discretion. If the City agrees to release a portion of the securities the amount released will be based on the remaining work to be completed.
- b) Prior to the partial release of securities the applicant must provide the City with written confirmation from the consulting engineer that certain site works have been completed as per the approved site plan and agreement, as well as a list of the remaining items and the estimated cost to complete the work.

### 11. Minor Site Plans

11.1 Notwithstanding any provisions herein to the contrary, the following are the applicable requirements for minor site plans as identified in Section 7 of this by-law:

- a) Plans and drawings must be submitted showing the location of the building on the property, the location of the parking areas, storage areas (if applicable), existing and proposed grading of the property (if applicable), and any additional items located on the property.
- b) The site plan agreement will be retained by the City. Registration of the agreement on title to the property is not required.
- c) Site plan works cost estimates are not required for minor site plans.
- d) Site plan security in the amount of \$250.00 is required to be submitted prior

to the issuance of a building permit for the development.

## **12. Penalties**

Every person who contravenes a provisions of this By-law, and if the person is a corporation every director or officer of the corporation who knowingly concurs in the contravention, is guilty of an offence and on conviction is liable to the fines established under Section 67 of the Planning Act.



**Site Plan Securities Cost Estimates**

**1. On-Site Works**

Item	Quantity	Unit	Unit Rate	Total
Watermains and appurtenances				
Sanitary sewers and services				
Storm sewers and appurtenances including stormwater management facilities				
Site preparation and grading				
Base course asphalt and curbs				
Electrical service and transformation				
Surface course asphalt				
Walkways				
Landscaping and planting				
Fencing				
Outdoor lighting				
Other (specify)				
Total on-site:				

**2. Off-Site Works (on City-owned lands incl. road allowances)**

Item	Quantity	Unit	Unit Rate	Total
Water distribution system				
Sanitary sewer collection system				
Storm sewer system				
Site preparation and grading				
Base course asphalt and curb/curb and gutter				
Surface course asphalt				
Sidewalks/walkways				
Grading and sodding/planting of boulevards				
Other (specify)				
Total off-site:				

The information provided is based on projected costs by:

\_\_\_\_\_  
P. Eng – Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner/ Developer – Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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**Subject:** Temporary Land Use Agt with Union Gas    **Report No.:** CS-017-2018  
- Browning St. Border Station                            **Agenda Date:** June 5, 2018

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### **Attachments**

**Appendix 01:** Property Sketch  
**Appendix 02:** Draft Agreement

### **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-017-2018; and
2. That Council directs staff to prepare the necessary by-law to enter into a Temporary Land Use Agreement with Union Gas to allow maintenance of the Browning Street Union Gas Border Station for consideration at the June 5, 2018 Regular Council meeting.

### **Background**

Mr. Derek Hewitt, Land Agent with Union Gas Limited contacted the City through the Clerk's Office outlining that Union Gas is proposing the maintenance and upgrading of certain natural gas amenities at the Union Gas Border Station on Browning Street.

In order to accommodate the necessary repairs Union Gas is seeking permission to utilize the vacant municipally owned land adjacent to the Border Station to assist in the maintenance work required.

### **Analysis:**

**Appendix 01 – Property Sketch** illustrates the location of the Boarder Station on Browning Street as well as the municipal land adjacent to the property to which the Temporary Land Use agreement would be applicable.

**Appendix 02 – Draft Agreement** provides the City with compensation in the amount of \$500 and provisions for compensation for any damages resulting from the maintenance operations. The agreement has a termination date of December 31<sup>st</sup>, 2018.

It is recommended that Council enter into the Temporary Land Use Agreements with Union Gas to allow them to properly maintain and upgrade their infrastructure.

### **Financial / Staffing Implications**

This item has been approved in the current budget:      Yes       No       N/A   
This item is within the approved budget amount:      Yes       No       N/A

Staffing implications are limited to normal administrative functions and duties.

**Submission**

Prepared by:

Reviewed by:

Reviewed and submitted for  
Council's consideration by:

“Original signed by”

“Original signed by”

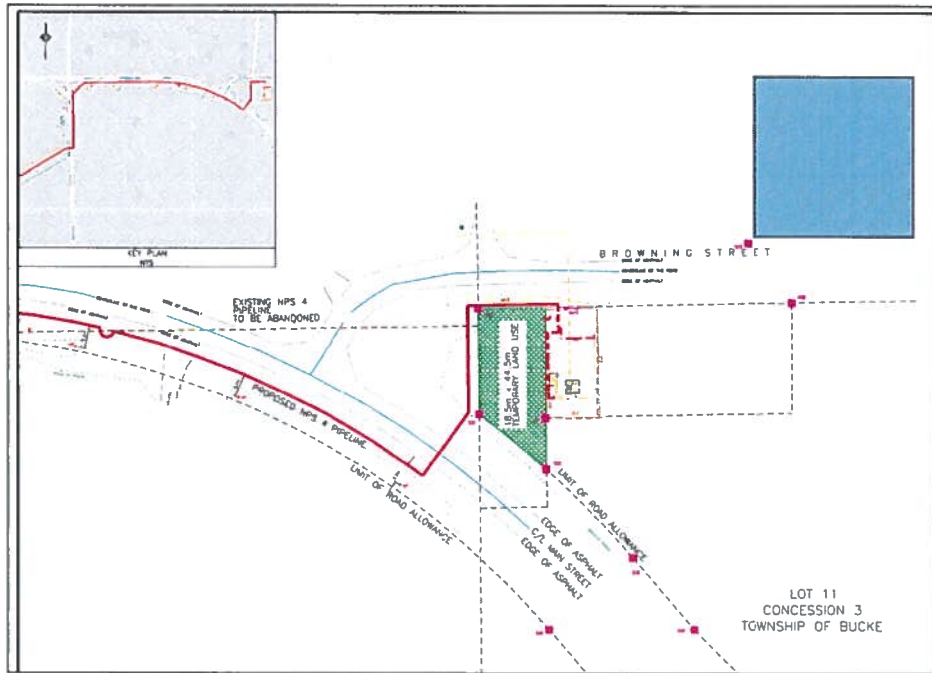
“Original signed by”

\_\_\_\_\_  
David B. Treen  
Municipal Clerk

\_\_\_\_\_  
Shelly Zubycyk  
Director of Corp. Services

\_\_\_\_\_  
Christopher W. Oslund  
City Manager

APPENDIX "C"  
PROPERTY SKETCH



**The Corporation of the City of Temiskaming Shores**

**By-law No. 2018-000**

**Being a by-law to authorize a Temporary Land Use Agreement  
with Union Gas to allow maintenance operations at the  
Browning Street Union Gas Border Station**

**Whereas** under Section 8 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, the powers of a municipality shall be interpreted broadly to enable it to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues;

**And whereas** under Section 9 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

**And whereas** under Section 10 (1) of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, a single-tier municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

**And whereas** Council considered Administrative Report No. CS-017-2018 at the June 5, 2018 Regular Council meeting and directed staff to prepare the necessary by-law to enter into a Temporary Land Use Agreement with Union Gas to allow maintenance at the Browning Street Union Gas Border Station for consideration at the June 5, 2018 Regular Council meeting;

**Now therefore** the Council of The Corporation of the City of Temiskaming Shores hereby enacts the following as a by-law:

1. That the Mayor and Clerk be authorized to execute a Temporary Land Use Agreement with Union Gas to maintenance at the Browning Street Union Gas Border Station, a copy of which is attached hereto as Schedule "A" and forms part of this by-law;
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

**Read a first, second and third time and finally passed** this 5<sup>th</sup>, day of June, 2018.

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Mayor – Carman Kidd

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Clerk – David B. Treen



Schedule "A" to

**By-law No. 2018-000**

Temporary Land Use Agreement between

**The Corporation of the City of Temiskaming Shores**

and

**Union Gas Limited**

for the Browning Street Union Gas Border Station

## TEMPORARY LAND USE AGREEMENT

(hereinafter called the "Agreement")

Between **CITY OF TEMISKAMING SHORES**  
(hereinafter called the "Owner")

and

**UNION GAS LIMITED**  
(hereinafter called the "Company")

In consideration of the sum of **Five Hundred---XX/100 Dollars (\$500.00**, payable by the Company to the Owner within thirty (30) days of signing of this Agreement in accordance with the Compensation labelled as **Appendix "A"** hereto.

the Owner of **PIN: 61353-0004(LT)**

**Legal Description: PCL 3859 SEC SST; PT LT 11 CON 3 BUCKE AS IN LT49943; TEMISKAMING SHORES ; DISTRICT OF TIMISKAMING** labelled as **Appendix "B"** hereto, hereby grants to the Company, its servants, agents, employees, contractors and sub-contractors and those engaged in its and their business, the right on foot and/or with vehicles, supplies, machinery and equipment at any time and from time to time during the term of this Agreement to enter upon, use and occupy a parcel of land (hereinafter called the "Lands") more particularly described on the Sketch attached hereto labelled as Appendix "C" and forming part of this Agreement, the Lands being immediately adjacent to and abutting the Easement for any purpose incidental to, or that the Company may require in conjunction with, the construction by or on behalf of the Company of a proposed NPS gas pipeline and appurtenances on the Lands including, without limiting the generality of the foregoing, the right to make temporary openings in any fence (if applicable) along or across the Lands and to remove any other object therein or thereon interfering with the free and full enjoyment of the right hereby granted and further including the right of surveying and placing, storing, levelling and removing earth, dirt, fill, stone, debris of all kinds, pipe, supplies, equipment, vehicles and machinery and of movement of vehicles, machinery and equipment of all kinds.

1. This Agreement is granted upon the following understandings:

- a) The rights hereby granted terminate on the 31st day of December, 2019.
- b) The Company shall make to the person entitled thereto due compensation for any damages resulting from the exercise of the right hereby granted and if the compensation is not agreed upon it shall be determined in the manner prescribed by Section 100 of The Ontario Energy Board Act, R.S.O. 1998 S.O. 1998, c.15 Schedule B, as amended or any Act passed in amendment thereof or substitution there for;
- c) As soon as reasonably possible after the construction, the Company at its own expense will level the Lands, remove all debris therefrom and in all respects, restore the Lands to their former state so far as is reasonably possible, save and except for items in respect of which compensation is due under paragraph (b) and the Company will also restore any gates and fences interfered with around, (*if applicable*) the Lands as closely and as reasonably possible to the condition in which they existed immediately prior to such interference by the Company.
- d) It is further agreed that the Company shall assume all liability and obligations for any and all loss, damage or injury, (including death) to persons or property that would not have happened but for this Agreement or anything done or maintained by the Company hereunder or intended so to be and the Company shall at all times indemnify and save harmless the Owner from and against all such loss, damage or injury and all actions, suits, proceedings, costs, charges, damages, expenses, claims or demands arising therefrom or connected therewith provided that the Company shall not be liable under the Clause to the extent to which such loss, damage or injury is caused or contributed to by the gross negligence or wilful misconduct of the Owner.

The Company and the Owner agree to perform the covenants on its part herein contained.

Dated this \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

**CITY OF TEMISKAMING SHORES**

\_\_\_\_\_  
Signature (Owner)

\_\_\_\_\_  
Print Name(s) (and position held if applicable)  
I have authority to bind the Corporation.

\_\_\_\_\_  
325 Farr Drive, PO Box 2050, Haileybury, ON P0J 1K0  
Address (Owner)

\_\_\_\_\_  
Signature (Owner)

\_\_\_\_\_  
Print Name(s) (and position held if applicable)  
I have authority to bind the Corporation.

\_\_\_\_\_  
325 Farr Drive, PO Box 2050, Haileybury, ON P0J 1K0  
Address (Owner)

**UNION GAS LIMITED**

\_\_\_\_\_  
Signature (Company)

\_\_\_\_\_  
Merv Weishar, Project Manager Transmission  
Name & Title (Union Gas Limited)

\_\_\_\_\_  
I have authority to bind the Corporation.

\_\_\_\_\_  
519-436-4673  
Telephone Number (Union Gas Limited)

**Additional Information: (if applicable):**

Property Address: Main Street, Haileybury, ON

HST Registration Number:



**APPENDIX "A"**

**COMPENSATION – TEMPORARY LAND USE**

<b>AGRICULTURAL LANDS:</b>									
<b>On Easement Activities -</b>									
One Time Crop Loss Payment Per Acre									
Note: Disturbed crop area will be measured following maintenance clean-up activities. (Damage payment will be based upon the actual disturbed crop area.)									
									\$
<b>Off Easement Activities -</b>									
Base fee of \$1,000 per acre and First Year Crop Loss per acre.									
									\$
									Sub Total
									\$
<b>EXPLANATION OF CROP LOSS PAYMENTS</b>									
One-Time Crop Loss Payment Per Acre									
First Year Crop Loss @ 100%		\$	960.00						
Second Year Crop Loss @ 75%		\$	720.00						
Third Year Crop Loss @ 50%		\$	480.00						
Sub total		\$	2,160.00						
One-Time Crop Loss is based upon a gross annual average return of \$960.00/acre, with the value determined taking into account a three year crop rotation of wheat, soya beans & corn. NOTE: Specialty crops will be assessed independently									
Allowance for additional fertilizer; stone picking; disturbance and Inconvenience		\$	425.00						
Total One-Time Crop Loss Payment Per Acre		\$	2,465.00						
<b>NON-AGRICULTURAL LANDS:</b>									
<b>On Easement Activities</b> - Area will be returned to its pre-existing condition as reasonably possible. Damages only									
									\$ -
<b>Off Easement Activities</b> - Access, Temporary Land Use Base fee of \$1,000 per month x term									
									Sub Total
									\$ -
									Total Payment Due
Owner Acceptance									
Date:									
Site Specific Comments/Notes:									

**NIA**

APPENDIX "B"

LEGAL DESCRIPTION



61353-0004 (LT)

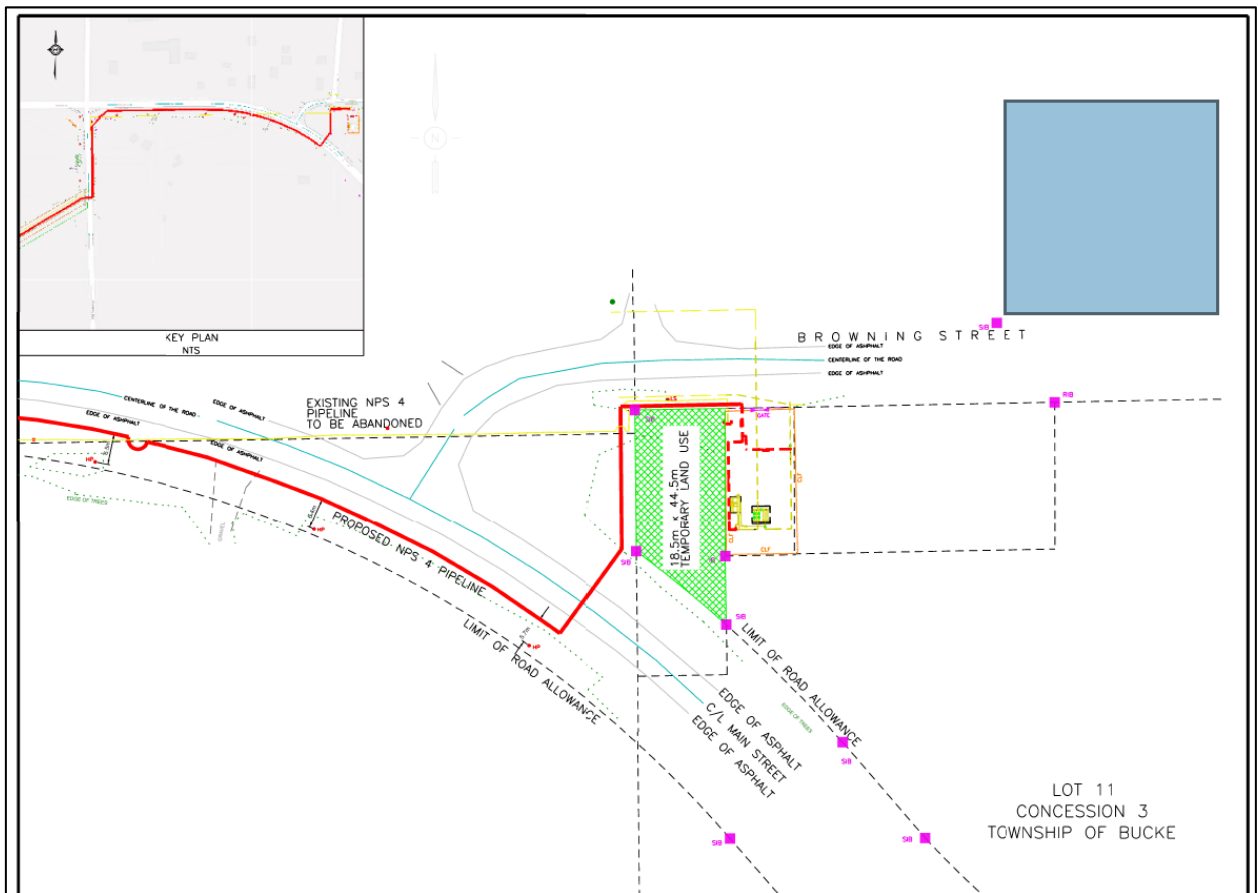
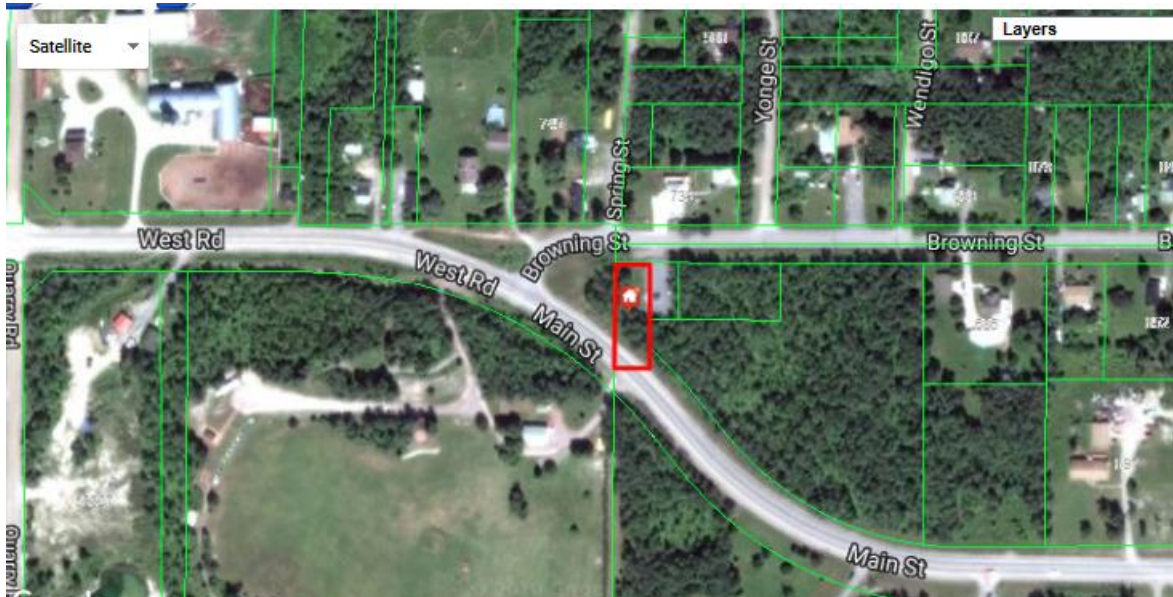
PROPERTY DESCRIPTION: PCL 3859 SEC 8ST; PT LT 11 CON 3 BUCKE AS IN LT49943; TENISKAWING SHORES ; DISTRICT OF TIMISKAMING  
 \* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT \* SUBJECT TO RESERVATIONS IN CROWN GRANT \*

PROPERTY REMARKS:  
 RECENTLY: PIN CREATION DATE: 2005/01/24  
 ESTATE/QUALIFIER: FIRST CONVERSION FROM BOOK  
 FEE SIMPLE ABSOLUTE

OWNERS' NAMES: CAPACITY SHARE  
 THE CORPORATION OF THE TOWN OF HALLEYSBURY BENO

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
TER160	1964/07/07	PLAN REFERENCE				C
LT248503	1987/12/15	NOTICE			THE CORPORATION OF THE TOWN OF HALLEYSBURY	C
REMARKS: FORFEITURE						

APPENDIX "C"  
PROPERTY SKETCH



---

**Subject:** Amendment to By-law No. 2010-102  
Taxi By-law (Fare Increases)

**Agenda Date:** June 5, 2018  
**Report No.:** CS-018-2018

---

## **Attachments**

**Appendix 01** – Request for Fare Increases

## **Recommendations**

It is recommended:

1. That Council of the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-018-2018; and
2. That Council directs staff to prepare the necessary by-law to amend By-law No. 2010-102 to modify the fares as follows:
  - Max. Initial Charge increase from \$3.65 to \$4.00;
  - End of Trip Charge increase from \$5.00 to \$5.50;
  - Kilometre Rate increase from \$2.00 to \$2.25;
  - Waiting Time increase from \$55/hr (\$0.83/min) to \$75/hr (\$1.25/min)

for consideration at the June 5, 2018 Regular Council meeting.

## **Background**

In the inaugural year of Temiskaming Shores (2004) Council adopted By-law No. 2004-009 being a by-law for the licensing, regulating and governing of Taxi Cabs. By-law No. 2004-009 was repealed and replaced with By-law No. 2010-102 (July 31, 2010). By-law No. 2010-102 has had one amendment to date through By-law No. 2014-012 to impose provisions related to accessibility.

**Appendix 01** – Request for Fare Increases was received from Derek Adema (DK's Taxi) dated February 15, 2018. Mr. Adema is seeking an increase to the maximum initial charge from \$3.65 to \$5.00; an increase to the per kilometer rate (no amount indicated), currently at \$2.00/km; increase to the hourly wait time of \$50/hr (\$0.83/minute) to \$100/hr (\$1.66/minute).

An increase to fares is being requested based on an increase in the minimum wage and higher cost of living.

## **Analysis**

The following table illustrates the Fare Rates and periodic increases since By-law No. 2004-009:

By-law	2004-009	2004-090	2005-113	2010-102
Max. Initial Charge	\$2.75	\$3.00	\$3.25	\$3.65
Min. End of Trip	N/A	N/A	N/A	\$5.00
Kilometre Rate	\$1.50	\$1.75	\$2.00	\$2.00
Waiting Time	\$33/hr \$0.55/min	\$33/hr \$0.55/min	\$33/hr \$0.55/min	\$50/hr \$0.83/min
Cartage Charge	\$0.25/pcl	\$0.25/pcl	\$0.25/pcl	\$0.25 first 3 pcls \$2.00/additional pcl
Item pick-up / delivery	N/A	N/A	N/A	\$10 / item

**Note: All tariffs include taxes.**

In 2004 there were three (3) taxi cab companies and currently there is only one taxicab company.

Although not all municipalities categorize fares in the same manner that Temiskaming Shores does, the following table illustrates our current and requested rates against other municipalities:

					Temiskaming Shores	
	Sudbury	W. Nipissing	Timmins	Current	Requested	
Max. Initial Charge	\$3.75	\$3.50	\$4.16	\$3.65	\$5.00	
Min. End of Trip	N/A	N/A	N/A	\$5.00	Not stated	
Kilometre Rate	\$2.50	\$2.30	\$2.00	\$2.00	Some increase	
Waiting Time	\$41/hr \$0.68/min	\$29/hr \$0.49/min	N/A	\$55/hr \$0.83/min	\$100/hr \$1.67/min	

A meeting was held with Mr. Adema's agent with the objective of better understanding the rationale for the requested increases. It was indicated, in addition to minimum wage and higher cost of living (fuel pricing), that insurance rates have also increased.

It was further indicated that patrons are trending towards visiting several locations (i.e. bank, LCBO, grocery store, convenience store, etc.) and returning home while having the taxi wait in between stops. There are also a lot of short distance trips (less than 4 blocks) all of which create a backlog of fares.

The request for Fare increases was also considered at the May 15, 2018 Protection to Person and Property Committee meeting. The PPP Committee reviewed this Administrative Report and recommended increases as follows:

- Max. Initial Charge increase from \$3.65 to \$4.00;
- End of Trip Charge increase from \$5.00 to \$5.50;
- Kilometre Rate increase from \$2.00 to \$2.25;

- Waiting Time increase from \$55/hr (\$0.83/min) to \$75/hr (\$1.25/min)

**Financial / Staffing Implications**

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

This item is within the approved budget amount: Yes  No  N/A

There are no financial implications to the City in this matter. Staffing implications are limited to normal staffing responsibilities.

**Alternatives**

Alternatively Council could deny the request and maintain the current rates.

**Submission**

Prepared by:

Reviewed by:

Reviewed and submitted for  
Council's consideration by:

“Original signed by”

“Original signed by”

“Original signed by”

\_\_\_\_\_  
David B. Treen  
Municipal Clerk

\_\_\_\_\_  
Shelly Zubyck  
Director of Corporate Services

\_\_\_\_\_  
Christopher W. Oslund  
City Manager

RECEIVED  
FEB 15 2018

**MAYOR AND COUNCIL**

**DUE TO WAGE INCREASE AND HIGHER COSTS OF LIVING ETC. I WOULD LIKE TO PROPOSE A INCREASE FOR TAXI FARES. I WOULD LIKE TO RAISE DROP RATE FROM 3.65 TO 5.00 I WOULD LIKE TO SEE SOME INCREASE ON THE MILEAGE. WE CURRENTLY RUN AT 2.00 PER KM. I WOULD ALSO LIKE TO RAISE THE CURRENT 50.00 PER HR WAITING TO 100.00 PER HOUR. THE LAST RAISE IN FAIRS THAT TAXI HAD I BELIEVE IS 10 YRS AGO.**

**SINCERELY DEREK ADEMA**

**DK'S TAXI**

**Subject:** Land Disposal – 113 King St.  
Shawn Fraser

**Report No.:** CS-019-2018  
**Agenda Date:** June 5, 2018

---

### **Attachments**

- Appendix 01:** Site Map  
**Appendix 02:** Reference Plan 65R-6026  
**Appendix 03:** Draft Easement Agreement

### **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-019-2018;
2. That Council directs staff to prepare the necessary by-law to enter into an Easement Agreement with Shawn Fraser for water and sanitary sewer services for 113 King Street for consideration at the June 19, 2018 Regular Council meeting;
3. That Council directs staff to prepare the necessary public notice for a public meeting to consider the disposition of Parts 1 to 5 on Plan 54R-6026 to be held at the June 19, 2018 Regular Council meeting; and
4. That Council directs staff to prepare the necessary by-law for a Purchase and Sale Agreement with Mr. Shawn Fraser as the purchaser and the City of Temiskaming Shores as the vendor for Parts 1, 2, 3, 4 and 5 on Plan 54R-6026 in the amount of \$2,000 plus all costs (legal, survey, registration, etc.) in accordance with By-law No. 2015-160 for consideration at the June 19, 2018 Regular Council meeting.

### **Background**

Mr. Shawn Fraser submitted an application to purchase municipal land in relation to 113 King Street (North Cobalt). **Appendix 01 – Site Map** illustrates the location of Mr. Fraser dwelling as well as other entities such as the ONTC railway (ONR Tracks) and an area bordered in red of the owner of the lands surrounding Mr. Fraser being an extinct owner/business. The dwelling is partially on lands owned by Mr. Fraser and lands partially owned by the extinct owner/business.

Mr. Fraser would like to rectify the situation by ensuring the property upon which the dwelling is located is under his ownership as well as increase the property envelope to permit additional out buildings (i.e. accessory sheds and/or garage).



Subsequent to the application to purchase municipal land, staff retained a solicitor and have had the lands owned by the extinct owner/business changed into the ownership of the City of Temiskaming Shores as of August 25, 2017. A legal land survey was also retained for the purposes of having **Appendix 02 – Reference Plan 54R-6026** registered wherein which it is recommended that Parts 1, 2, 3, 4 and 5 (highlighted in yellow) to be consolidated with his property (highlighted in green).

At the time Mr. Fraser acquired the property the dwelling is serviced with municipal water and utilizes a septic holding tank. The previous owner to Mr. Fraser had inquired with the Town of Haileybury in regards to the installation of a septic pumping system in the house depositing into the municipal sanitary system located in the laneway. A reference plan had been prepared as seen in Appendix 01 entitled “Proposed Easement” for the sanitary system. Mr. Fraser would also like to enter into an easement agreement for a pumped septic system, thus eliminating the existing holding tank.

### **Analysis:**

A meeting was held with Mr. Fraser on May 17, 2018 to review the status of the various aspects of the potential land sale. Mr. Fraser understands that the costs for the change in ownership, reference plan, and legal fees will be at his expense as well as the purchase of the property.

Mr. Fraser would also like to move forward with an easement for a sanitary service to the property. **Appendix 03 – Draft Easement Agreement** outlines the provisions to permit the installation of the services as well as a requirement that the agreement be registered on title against the property and would therefore be enforceable to future owners of the property.

### *By-law 2015-160 Procedural Policy for the Disposal of Real Property*

Since the lands would be of benefit to only 113 King Street (S. Fraser) it is recommended that it be a direct sale by the City in accordance to Section 3. Mr. Fraser has also indicated that he would prefer to utilize the office of Evans Bragagnolo & Sullivan LLP.

Section 4 outlines a variety methods of determining the Fair Market value and staff have used a combination of recent sale (F. Stap – Radley) and negotiation. The Fair Market value has been determined to be \$2,000. Section 5 also indicates, land that does not have direct access to a street, if sold to the owner of land abutting that land is exempt from Fair Market Value.

Sections 6 and 7 speak to the requirements for a Public Notice and Public meeting prior to disposal. It is recommended that a Public meeting be held on June 19, 2018.

### **Financial / Staffing Implications**

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

This item is within the approved budget amount: Yes  No  N/A

At the time of submission of the application Mr. Fraser provided a non-refundable deposit of \$250 plus HST. At the May 17, 2018 meeting with Mr. Fraser costs to date were shared with Mr. Fraser and he is willing to provide another deposit in the amount of \$5,349.99 to cover the cost of the legal documents related to the name change and the preparation of Reference Plan 54R-6026.

**Alternatives**

No alternatives are being proposed.

**Submission**

Prepared by:

Reviewed by:

Reviewed and submitted for Council's consideration by:

"Original signed by"

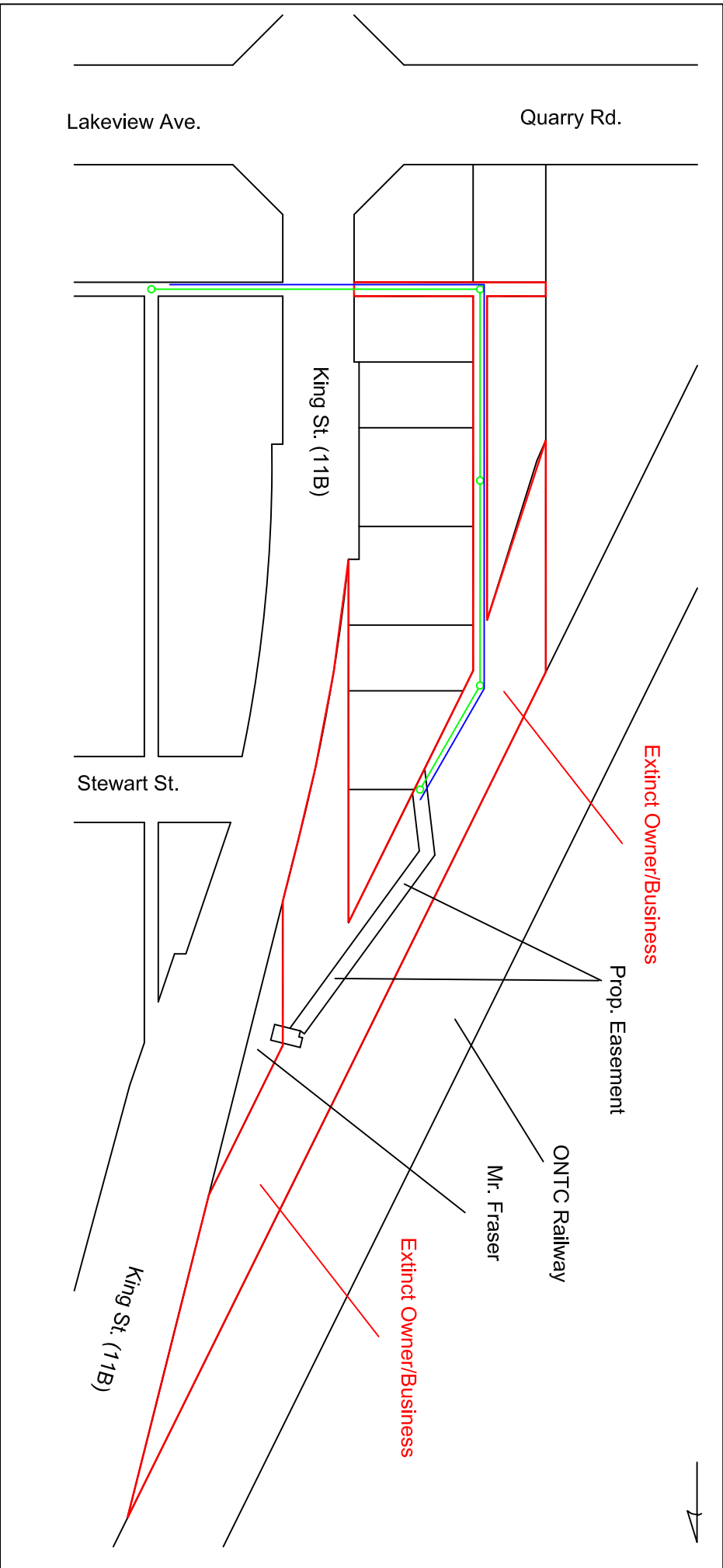
"Original signed by"

"Original signed by"

\_\_\_\_\_  
David B. Treen  
Municipal Clerk

\_\_\_\_\_  
Shelly Zubyck  
Director of Corporate Services

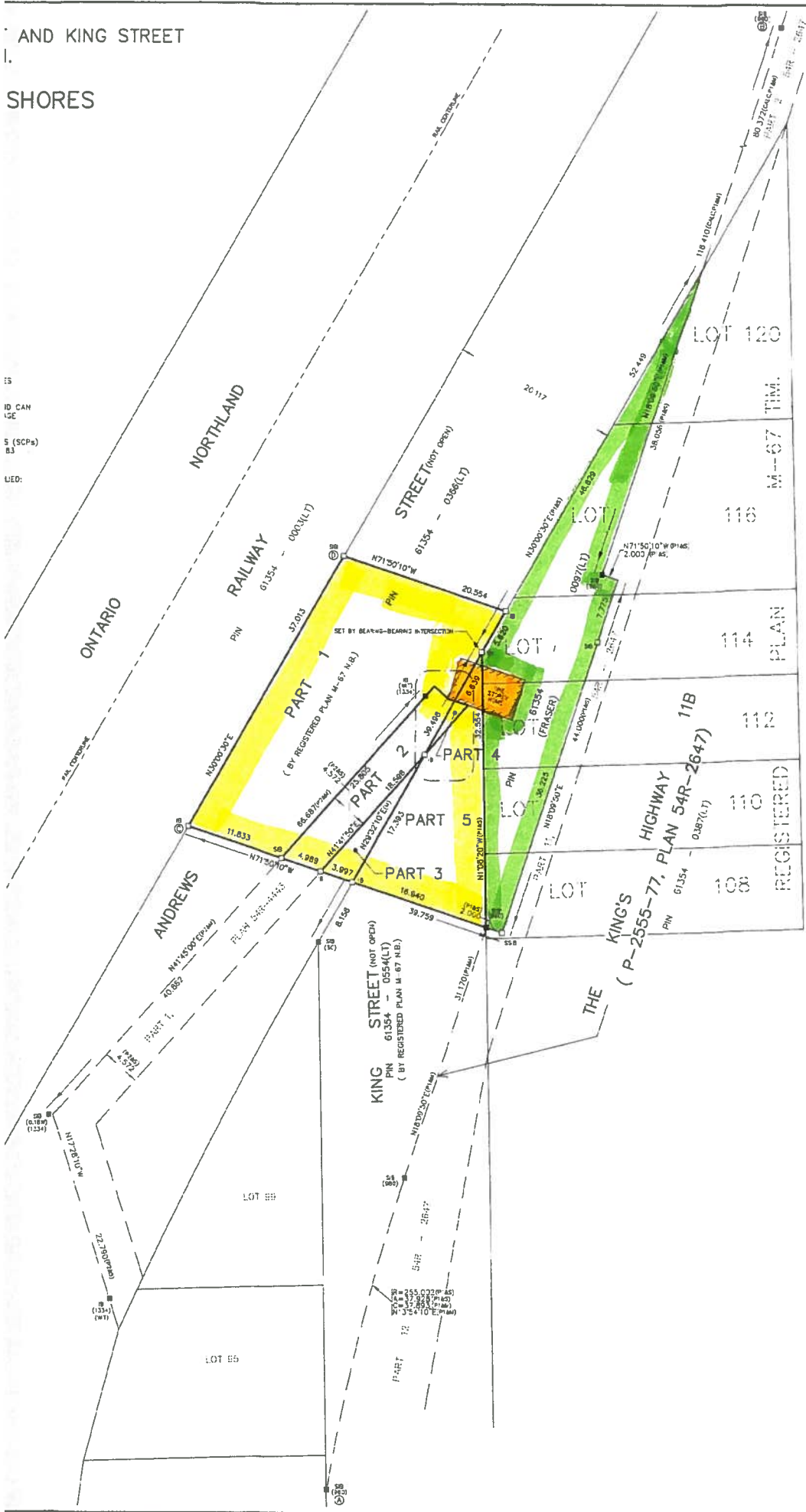
\_\_\_\_\_  
Christopher W. Oslund  
City Manager



Appendix 01  
 CS-019-2018  
 June 5, 2018

AND KING STREET  
SHORES

IS  
10 CAN  
LGE  
5 (SCP)s  
B3  
LED:



REQUIRE THIS PLAN TO BE DEPOSITED UNDER THE LAND TITLES ACT

PLAN 54R-6026  
RECEIVED AND DEPOSITED

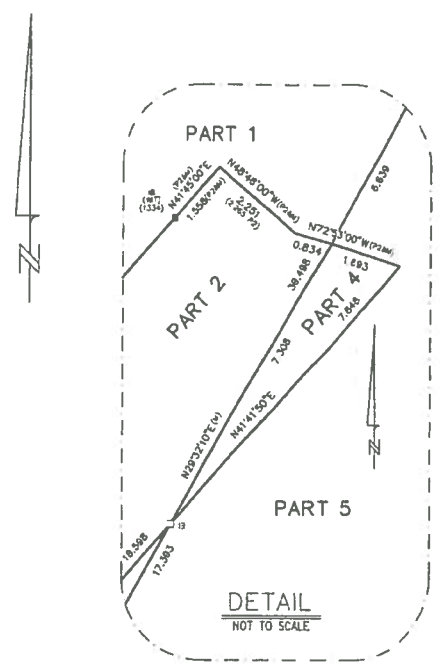
DATE: JANUARY 26, 2018  
DATE: 2018.02.15

*Ryan Seguin*  
RYAN SEGUIN  
ONTARIO LAND SURVEYOR

"C. Carcy"  
REPRESENTATIVE FOR THE LAND REGISTRATION FOR THE LAND TITLES DIVISION OF TIMISKAMING (NO. 54)

SCHEDULE				
PART	LOT	PLAN	P.N.	AREA (m <sup>2</sup> )
1				588.94
2	PART OF ANDREW'S STREET	REGISTERED PLAN M-67 N.B.	P.N. 61354-0366(L1)	115.52
3				34.05
4	PART OF KING STREET		PART OF P.N. 61354-0554(L1)	6.04
5				254.18

PN SUMMARY - PARTS 1,2&3 ARE PART OF FIN 61354-0366(L1).  
PARTS 4&5 ARE PART OF FIN 61354-0554(L1)



INTEGRATION COORDINATE TABLES		
SPECIFIED CONTROL POINTS (SCP)		
MONUMENT	NORTHING	EASTING
HCM 31019784267	5,252,308.506	601,671.870
HCM 31019774067	5,256,104.237	601,506.859
UTM ZONE 17, NAD83 (ORIGINAL)		
OBSERVED REFERENCE POINTS (ORP) BELOW ARE DERIVED FROM RTK GPS OBSERVATIONS AND ARE REFERRED TO UTM ZONE 17, NAD83 (ORIGINAL).		
COORDINATES COMPLY WITH THE URBAN ABSOLUTE ACCURACY PER SEC. 14(2) OF O.R.G. 21E/10.		
ORP	NORTHING	EASTING
(A)	5,253,477.03	602,135.97
(B)	5,253,697.69	602,205.38
(C)	5,253,555.17	602,118.91
(D)	5,253,587.21	602,137.42
COORDINATES CANNOT, IN THEMSELVES, BE USED TO RE-ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THIS PLAN.		

**SURVEYOR'S CERTIFICATE**

CERTIFY THAT:

- THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT, THE SURVEYORS ACT, THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.
- THE SURVEY WAS COMPLETED ON THE 8TH DAY OF JANUARY, 2018.

JANUARY 25 2018  
NEW LISKEARD, ONTARIO

*Ryan Seguin*  
RYAN SEGUIN  
ONTARIO LAND SURVEYOR

**SOS**  
SURVEYORS ON SITE INC.

17 WELLINGTON STREET  
P.O. BOX 1593  
NEW LISKEARD, ONTARIO  
POJ 1P0  
705-622-0872  
www.surveyorsonsite.com

**Corporation of the City of Temiskaming Shores**

**By-law No. 2018-000**

**Being a by-law to enter into an Easement Agreement with  
Shawn Fraser – Water and Sanitary services – 113 King Street**

**Whereas** under Section 8 of the Municipal Act, 2001, S.O., 2001, c.25, as amended, a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

**And whereas** under Section 9 (1) (a) and (b) of the Municipal Act, 2001, SO., 2001, c25, as amended, Section 8 shall be interpreted broadly so as to confer broad authority on municipalities to enable them to govern their affairs as they consider appropriate and to enhance their ability to respond to municipal issues;

**And whereas** Council considered Administrative Report No. CS-019-2018 at the June 5, 2018 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an Easement Agreement with the owner of 113 King Street for residential water and sanitary services for consideration at the June 19, 2018 Regular Council meeting.

**Now therefore** the Council of the City of Temiskaming Shores enacts the following as a by-law:

1. That the Mayor and Clerk are hereby authorized to enter into an Easement Agreement with Shawn Fraser, attached hereto as Schedule "A" and forms part of this by-law;
2. That this agreement be registered on title at the expense of Mr. Fraser;
3. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

**Read a first, second and third time and finally passed** this 19<sup>th</sup> day of June, 2018.

---

Mayor – Carman Kidd

---

Clerk – David B. Treen

## **Schedule Text 61**

### **Transfer of Easement in Gross**

**This Agreement** made this 19<sup>th</sup> day of June, 2018.

Between:

**The Corporation of the City of Temiskaming Shores**  
(the City)

And:

**Shawn Fraser**  
(the Owner)

**Subject Property: Part 1 on Plan 54R-4443**, attached hereto as Schedule "B"

Whereas Mr. Shawn Fraser is the owner of property situated in the City of Temiskaming Shores known as 113 King Street (Roll No. 54-18-030-009-239.00) herein after called the "property";

And whereas there is currently no sanitary sewer system servicing the property and the Owner wishes to enter into an agreement of satisfactory sanitary waste disposal system to service the property.

Now therefore, the parties hereto, in consideration of the mutual covenants and agreement herein contained, do hereby agree as follows:

1. In consideration of the sum of Two Dollars (\$2.00) paid by the Owner to the City, the City grants and transfers to the Owner, its successors and assigns a free and unencumbered easement in perpetuity, upon, over, in, under and across the City's Lands to construct, operate, maintain, and repair water and sanitary sewer services by the Owner; together with the right of access to the Owner, its contractors, servants, agents and employees, vehicles, equipment and supplies over the City's Lands, for the purpose of exercising the rights hereby granted.
2. In making any of its installations, the Owner shall observe and carry them out according to recognized good engineering practice and in accordance with all applicable governmental laws, regulations or requirements concerning the same.
3. The Owner shall comply with all statutes, regulations, by-laws, codes and requirements of all governments and governmental authorities and all boards and commissions applicable thereto with respect to its use and occupation of the Transferor's Lands.
4. The Owner shall make full and complete compensation for any damage caused to the City's physical property or that of any other user of the City's property by the Owner's act or omission or that of any of its officers, employees, servants, agents, contractors or invitees or those for whom it is at law responsible or for damage attributable to the equipment owned or operated by the Owner, its officers,

- employees, servants, agents, contractors or invitees or those for whom it is at law responsible.
5. The Owner shall make full and complete compensation for any bodily injury or death to any person caused by the Owner's act or omission or that of any of its officers, employees, servants, agents, contractors or invitees or those for whom it is at law responsible or for bodily injury or death attributable to the equipment owned or operated by the Owner, its officers, employees, servants, agents, contractors or invitees or those for whom it is at law responsible.
  6. The Owner shall waive against the City, its officers, employees, agents or contractors any claims or any kind whether directly or indirectly arising out of or connected with the existence of this Transfer of Easement and for any injury to or death of any person or for any loss of or damage to any property or equipment belonging to the Owner or its employees, servants, agents, invitees, licensees, contractors or visitors and for any loss or damage of the Owner with respect to its installation and use of the property, unless caused by the negligent act or omission of the City, its officers, employees, agents, contractors or those for whom it is at law responsible.
  7. The Owner agrees to indemnify the City and save it harmless from and against any and all actions, suits, claims, damage, costs, liability and expenses in any manner based upon, connected with or arising out of any breach, violation or non-performance by the Owner of any of the terms and conditions of this Transfer of Easement, including the effects of any applicable environmental legislation, unless caused by the negligent act or omission of the City, its officers, employees, agents, contractors or those for whom it is at law responsible.
  8. The Owner has the right to install and maintain, and their expense, a sanitary sewer line and/or water line within the subject property and connecting the City's associated Sanitary Collection system (manhole) or Water Distribution system.
  9. The sanitary sewer line shall be constructed of **high density polyethylene DR 11**, 50 mm (2") diameter pipe and shall be buried a minimum depth of 2.3 m with a pressurized pump system in the dwelling of sufficient capacity to pump sanitary waste from the dwelling to the Sanitary Collection system (manhole).
  10. The Owner shall keep the sanitary sewer line in a state of good repair and shall be responsible to repair immediately if failed or upon notification of any deficiencies. Failing which, such repair may be completed by the City at the expense of the Owner.
  11. The Owner agrees that this easement agreement shall be registered on title for the Subject Property at the Owner's expense.

**Remainder of Page left blank intentionally**

In witness whereof the parties have executed this Agreement the day and year first above written.

Signed and Sealed in  
the presence of )

**Shawn Fraser**

\_\_\_\_\_  
Owner – Shawn Fraser

\_\_\_\_\_  
Witness - Signature

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

Municipal Seal )

**Corporation of the City of  
Temiskaming Shores**

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Clerk – David B. Treen





Schedule "B" to

**By-law No. 2018-000**

Reference Plan 54R-4443

**Subject:** Lease Agreement – Renewal Mini-Putt

**Report No.:** CS-020-2018  
**Agenda Date:** June 5, 2018

## **Attachments**

**Appendix 01:** Draft Lease Agreement

## **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-020-2018; and
2. That Council directs staff to prepare the necessary By-law to enter into a five (5) year lease agreement with Mr. Jacob Laforest for the use of land located at the Spurline for the operation of the Temiskaming Shores Waterfront Mini-Putt for consideration at the June 5, 2018 Regular Council meeting.

## **Background**

Mr. Jacob Laforest has been operating the Temiskaming Shores Waterfront Mini Putt since 2016. The lease agreement with the City for the use of the land expired December 31<sup>st</sup>, 2017.

## **Analysis**

On April 19<sup>th</sup>, 2016 Council passed By-law No. 2016-057 to enter into a lease agreement with Mr. Jacob Laforest. Section 4 of the agreement states *“At the end of this term, at the option of the Landlord, the agreement may be renewed for a further five (5) year period, subject to the same terms and conditions of this agreement.”*

Mr. Laforest has agreed to renew for an additional five years.

It should be noted that the operation of the Spurline Concession is a separate agreement between the City and Mr. Laforest.

Attached as Appendix 01 is the draft lease agreement for the use of land to operate the Mini-Putt.

## **Financial / Staffing Implications**

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

This item is within the approved budget amount: Yes  No  N/A

In 2017, the City collected \$3,453.32 + HST in revenues from the rental of the Mini-Putt space.

Rent payable will be adjusted annually in relation to the changes in the Consumer Price Index to a maximum of 5% over the five year term of the agreement.

It is anticipated that the City will collect approximately \$3,512 in 2018.

### **Alternatives**

No alternatives were considered.

### **Submission**

Prepared by:

Reviewed and submitted for  
Council's consideration by:

“Original signed by”

“Original signed by”

\_\_\_\_\_  
Shelly Zubyck, CHRP  
Director of Corporate Services

\_\_\_\_\_  
Christopher W. Oslund  
City Manager

The Corporation of the City of Temiskaming Shores

By-law No. 2018-000

Being a by-law to authorize a Lease Agreement with  
Jacob Laforest for the operation of the Temiskaming  
Shores Waterfront Mini-Putt for the period of January 1,  
2018 to December 31, 2022

**Whereas** under Section 8 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, the powers of a municipality shall be interpreted broadly to enable it to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues;

**Whereas** under Section 8 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, the powers of a municipality shall be interpreted broadly to enable it to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues;

**And whereas** under Section 9 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

**And whereas** under Section 10 (1) of the Municipal Act, 2001, S.O. 2001, c.25, as amended, a single-tier municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

**And whereas** Council considered Administrative Report No. CS-020-2018 at the June 5, 2018 Regular Council meeting and directed staff to prepare the necessary by-law to authorize a lease agreement to Jacob Laforest for the operation of the Temiskaming Shores Waterfront Mini-Putt for consideration at the June 5, 2018 Regular Council meeting;

**Now therefore** the Council of The Corporation of the City of Temiskaming Shores hereby enacts the following as a by-law:

1. That the Mayor and Clerk be authorized to enter into a Lease Agreement with Jacob Laforest for the operation of the Temiskaming Shores Waterfront Mini-Putt for the period covering January 1, 2018 to December 31, 2022;
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

**Read a first, second and third time and finally passed this 5<sup>th</sup> day of June, 2018.**

---

Mayor – Carman Kidd

---

Clerk – David B. Treen

This Lease Agreement made on the 5<sup>th</sup> day of June, 2018.

Between:

**The Corporation of the City of Temiskaming Shores**  
(the "Landlord")

And:

**Jacob Laforest**  
(the "Tenant")

**Whereas** the Landlord is the owner of the subject lands in the City of Temiskaming Shores, in the District of Temiskaming;

**And whereas**, the lands upon which the Tenant's premises are situated are as illustrated in Appendix 02 (the "lands");

**1. Premises**

**Now this agreement witnesses** that in consideration of the rents reserved and the covenants and agreements herein contained on the part of the Tenant, the Landlord hereby leases to the Tenant the area known as the "New Lisheard Waterfront Mini Putt" (the "Mini Putt") in the City of Temiskaming Shores;

**2. The Landlord grants**

- (a) The Tenant and his guests permission to use the washrooms at the adjacent Kiwanis Spur Line Building (the "Kiwanis Building").
- (b) The Tenant and his guests permission to use the parking lots in the area known as the Spur Line;
- (c) The Tenant permission to use the storage room in the Kiwanis Building to store a lawnmower; and
- (d) The Tenant permission to use water from the Kiwanis Building.

**3. Term**

This Agreement shall remain in effect for the period commencing on the 1<sup>st</sup> day of January, 2018 and ending the 31<sup>st</sup> day of December, 2022.

**4. Rent**

Rental shall be at the rate of \$3,512.03 per annum, payable in equal monthly installments, plus HST, payable in advance on the 1st day of each month, commencing on the 1st day of January, 2018 for the lease of the land known as "the Mini Putt".

**5. Renewal**

At the end of this term, at the option of the Landlord, the agreement may be renewed for a further five (5) year period, subject to the same terms and conditions of this agreement.

## **6. Rent Adjustment**

The parties agree that rent payable for “the Mini Putt”, hereunder shall be adjusted after the first year of the term, and thereafter annually, in relation to the changes in the Consumer Price Index in accordance with the provisions more specifically set out in Appendix 01 to a maximum of 5% per annum.

## **7. Tenant’s Covenants**

The Tenant hereby covenants with the Landlord as follows:

- (a) to pay the rent hereby reserved in the manner and on the days specified herein;
- (b) to use the said land for a Mini Putt and related uses only and not to permit them to be used for any other purpose whatsoever without prior written approval of the landlord;
- (c) not to sublease the “Mini Putt” or any part thereof without the prior consent of the Landlord and such consent will not be unreasonably withheld by the Landlord;
- (d) not to make any alterations or additions to the “Mini Putt” without the prior consent of the Landlord, and to keep the said “Mini Putt” in good repair.
- (e) to permit the Landlord and his agents at all reasonable times to enter and view the state of repair of the “Mini Putt” and promptly to repair and maintain them in accordance with any notice so given by the Landlord or his agents;
- (f) to pay Hydro Charges as they become due; and
- (g) to provide General Liability Insurance for coverage of all areas under this lease in the joint names of the tenant and the City of Temiskaming Shores with the limits of not less than (\$2,000,000) **two million dollars (Canadian)**, inclusive per occurrence for bodily injury, death or damage for property including loss of use thereof, with property deductible of five hundred dollars (\$500). Proof of insurance must be supplied to the Landlord prior to occupying the facilities and thereafter to provide proof of insurance on each anniversary of the date of occupation; and, to provide proof of insurance forthwith upon request by the City at any time.
- (h) to maintain the washroom facilities in a clean and orderly manner daily; and
- (i) to operate the “Mini Putt” at least for the period from May 14 to Labour Day in each year on a daily basis.

## **8. Default Conditions**

Should the Tenant fail to perform or observe any of the covenants, agreements, or conditions and provisions contained in this lease, and such failure continues for, or shall not be remedied within 30 days next after the giving of written notice to the Tenant by the Landlord, it shall be lawful for the Landlord to enter upon the lands or any part

thereof, and, at the option of the Landlord, terminate this lease.

## **9. Landlord’s Covenants**

The Landlord hereby covenants with the Tenant as follows:

- (a) to permit the Tenant so long as he pays the rent reserved herein and complies with his covenants, to use the said land without interference from the Landlord;
- (b) to supply toilet tissue and cleaning supplies for the washrooms in the Kiwanis Building as necessary; and
- (c) to pay all present and future rates and taxes in respect of the said land other than those covenanted to be paid by the Tenant.

## **10. Provisos**

Provided always and it is hereby agreed as follows:

- (a) The Landlord may terminate this lease and re-enter the said land:
  - (i) if any installment of rent or any part thereof is in arrears for thirty (30) days provided that the Landlord has provided at least fifteen (15) days written notice of its intent;
  - (ii) at the end of the term of this agreement the tenant may remove any fixture or improvement provided by him upon the land;
  - (iii) at the end of term of this agreement and where a new agreement has not been entered into the tenant may continue to occupy the land on a month to month basis under the same terms as were previously agreed to, unless the Landlord gives notice to vacate in writing to the tenant. Such notice shall be a minimum of sixty (60) days;
  - (iv) if the Tenant shall be adjudicated bankrupt or judged to be insolvent, or if a receiver or trustees of the Tenant’s property be appointed if the Tenant shall file a Petition in Bankruptcy or Insolvency, or if an execution or attachment shall be issued against the Tenant or any of the Tenant’s property whereby the “Mini Putt” or any part thereof may be taken or occupied by someone other than the Tenant; and
  - (v) this agreement may not be modified or amended except by an instrument in writing and signed by the parties hereto or by their successors or assigns.
- (b) Notwithstanding the other conditions above, this lease may be terminated for any reason by the Tenant, by giving sixty (60) days prior written notice or cash in lieu of written notice.
- (c) The Landlord may re-enter and secure the said land to prohibit entry by the public immediately in the event of a lapse of insurance coverage as required under this agreement.
- (d) This agreement shall be binding upon the parties hereto, their heirs, executors, successors and assigns.



**Remainder of Page left Blank Intentionally**

In witness whereof the parties have executed this Agreement the day and year first above written.

Signed and Sealed in )  
the presence of )

**Jacob Laforest**

\_\_\_\_\_  
Owner – Jacob Laforest

\_\_\_\_\_  
Witness - Signature

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Municipal Seal )

**Corporation of the City of  
Temiskaming Shores**

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Clerk – David B. Treen

## **Appendix 01**

### **Rent Adjustment**

It is agreed that the rent payable hereunder may be increased annually.

The increase to the rent shall be determined with reference to the increase in the Consumer Price Index published by Statistics Canada for the Province of Ontario.

Rent shall be increased by the same percentages the CPI increases over the CPI applicable to the date of the commencement of the term hereunder.

If the CPI should decrease during any annual period, there shall be no adjustment to the rent previously established in accordance.

Should the CPI be no longer published by Statistics Canada or be calculated or published on a basis that differs from that currently applicable, then the amount of increase in the rent, if any, shall be determined by agreement between the parties, or in default of agreement, by arbitration in accordance with the terms of the lease.



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**Subject:** Council Remuneration – Elimination of  
one-third Tax exemption for Mun. Officials

**Agenda Date:** June 5, 2018  
**Report No.:** CS-021-2018

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## **Attachments**

**Appendix 01 – Council Remuneration Analysis**

## **Recommendations**

It is recommended:

1. That Council of the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-021-2018; and
2. That Council directs staff to prepare the necessary by-law to set the remuneration Rates for members of Council at \$30,500 annually for the Mayor and \$14,000 for a Councillor to commence January 1, 2019 for consideration at the June 5, 2018 Regular Council meeting.

## **Background**

By-law No. 2004-013 establishes Council Remuneration for members of Council of the City of Temiskaming Shores. The annual remuneration for Mayor and Councillors was set at \$24,800 and \$11,300 respectively in 2004 with an annual adjustment based on the Consumer Price Index (CPI). The current remuneration is fixed (no CPI factor) at \$26,370 (Mayor) and \$12,015 (Councillor). A Council member also receives a tax exemption of one-third of the annual remuneration.

In March 2017, the federal budget announced the government's intention to eliminate the one-third tax free exemption for municipal elected officials beginning in 2019. The change that was stated in the 2017 federal budget received royal assent on June 22, 2017 (Bill C 44).

## **Analysis**

**Appendix 01 – Council Remuneration Analysis** outlines the current rate of remuneration for Mayor and Council, various mandatory employment related costs and the net take home in the last column.

The analysis also provides the net take home without the 1/3 exemption. Increase options to the base remuneration illustrates the estimated net take home. Estimates under Option 4 (Mayor) and Option 3 (Councillor), highlighted in yellow are relatively equal to the current net take home when compared to the current with the tax exemption.

At the May 29, 2018 Corporate Services Committee meeting the analysis was reviewed and it was recommended that a report be prepared to increase the Mayor's

remuneration from \$26,370 annually to \$30,500 and to increase the Councillor remuneration from \$12,015 annually to \$14,000 in order to sustain a similar net take home income for members of Council.

**Financial / Staffing Implications**

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

This item is within the approved budget amount: Yes  No  N/A

This will have no effect on the 2018 budget as the increase is proposed to commence on January 1, 2019 to coincide with the elimination of the on-third exemption. However the increase will have to be incorporated into the 2019 Municipal Budget as well as the Mandatory Employment Related Costs (i.e. CPP, EI, etc.).

**Alternatives**

Alternatively Council could maintain the status quo or identify an alternative option outlined in Appendix 01.

**Submission**

Prepared by:

Reviewed by:

Reviewed and submitted for  
Council's consideration by:

"Original signed by"

"Original signed by"

"Original signed by"

\_\_\_\_\_  
David B. Treen  
Municipal Clerk

\_\_\_\_\_  
Shelly Zubyck  
Director of Corporate Services

\_\_\_\_\_  
Christopher W. Oslund  
City Manager

*City of Temiskaming Shores - Council Remuneration Analysis*

	<b>Base Salary</b>	<b>1.63% EI</b>	<b>Base less \$3500*4.95% CPP</b>	<b>30.50% Income Tax</b>	<b>Net</b>
<b>Mayor</b>					
Current	\$26,370.00	\$429.83	\$1,132.07	\$4,880.16	\$19,927.94
Without 1/3 Exemption	\$26,370.00	\$429.83	\$1,132.07	\$7,566.47	\$17,241.63
Option 1:	\$29,000.00	\$472.70	\$1,262.25	\$8,315.84	\$18,949.21
Option 2:	\$29,500.00	\$480.85	\$1,287.00	\$8,458.31	\$19,273.84
Option 3:	\$30,000.00	\$489.00	\$1,311.75	\$8,600.77	\$19,598.48
Option 4:	\$30,500.00	\$497.15	\$1,336.50	\$8,743.24	\$19,923.11
Option 5:	\$31,000.00	\$505.30	\$1,361.25	\$8,885.70	\$20,247.75
<b>Councillor</b>					
Current	\$12,015.00	\$195.84	\$421.49	\$2,252.32	\$9,145.34
Without 1/3 Exemption	\$12,015.00	\$195.84	\$421.49	\$3,476.29	\$7,921.38
Option 1:	\$13,250.00	\$215.98	\$482.63	\$3,828.18	\$8,723.22
Option 2:	\$13,750.00	\$224.13	\$507.38	\$3,970.64	\$9,047.86
Option 3:	\$14,000.00	\$228.20	\$519.75	\$4,041.88	\$9,210.17
Option 4:	\$14,250.00	\$232.28	\$532.13	\$4,113.11	\$9,372.49

## Dave Treen

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**From:** AMO Communications <communicate@amo.on.ca>  
**Sent:** March-27-18 4:34 PM  
**To:** Dave Treen  
**Subject:** AMO Policy Update - One-Third Tax Free Exemption for Municipal Officials

March 27, 2018

## One-Third Tax Free Exemption for Municipal Officials

In March 2017, the federal budget announced the government's intention to eliminate the one-third tax free exemption for municipal elected officials beginning in 2019. The 2018 federal budget delivered last month did not signal any change from that plan.

AMO's Board of Directors passed a resolution last June seeking the involvement of the Federation of Canadian Municipalities (FCM) on this matter. FCM has advised they have been raising this issue with federal officials over the past months but again, there have been no signs to suggest a change of plan for 2019.

While 2019 is nine months away, a municipal government may want to begin considering what course of action to take or at least to note it as a matter for the incoming council after the fall's municipal election.

AMO would also like to thank the 144 municipal treasurers who took part in our salary survey. Over 90% of survey respondents indicated their municipality uses the exemption. This information was provided to FCM in support of their advocacy efforts.

Here are some examples from the survey which illustrate the impact of this change in 2019:

- The cost increase for a central Ontario municipality with a council of nine and a population of 30,000 will be at least \$28,000.
- The cost increase for an eastern Ontario county council of seventeen and a population of 77,000 will be at least \$74,000.
- The cost increase for a southwestern Ontario municipality with a council of seven and a population of 24,000 will be at least \$14,000.

For almost half of Ontario's municipal governments, a one per cent property tax increase raises only \$50,000.

Also available for member municipal governments is 2017 survey results on council salaries. Use your AMO login to access the salary survey information available on the Dashboard. If you have forgotten your login details, please email [amo@amo.on.ca](mailto:amo@amo.on.ca).



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**PLEASE NOTE:** AMO Breaking News will be broadcast to the member municipality's council, administrator, and clerk. Recipients of the AMO broadcasts are free to redistribute the AMO broadcasts to other municipal staff as required. We have decided to not add other staff to these broadcast lists in order to ensure accuracy and efficiency in the management of our various broadcast lists.

**DISCLAIMER:** Any documents attached are final versions. AMO assumes no responsibility for any discrepancies that may have been transmitted with this electronic version. The printed versions of the documents stand as the official record.

**OPT-OUT:** If you wish to opt-out of these email communications from AMO please click [here](#)



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**Subject:** Encroachment Agreement - 484  
Ferguson Avenue

**Report No.:** CS-022-2018  
**Agenda Date:** June 5, 2018

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### **Attachments**

- Appendix 01:** L'Autochtone Profile
- Appendix 02:** Site Sketch
- Appendix 03:** laneway pictures
- Appendix 04:** Draft Encroachment Agreement

### **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-022-2018;
2. That Council directs staff to prepare the necessary by-law and Encroachment Agreement with Nancy E. Cassidy and Gerald J. Brandon for the property at 484 Ferguson Avenue to accommodate structural improvements for consideration at the June 19, 2018 Regular Council meeting; and
3. That Council requires that the Owner shall pay the legal and land title fees to register the agreement on title.

### **Background**

Mr. Gerry Brandon, owner of 484 Ferguson Avenue is seeking to renovate the downtown property into a small 30 seat Bistro restaurant with the hopes of providing on the job training in hospitality for local indigenous youth. Refer to **Appendix 01 – L'Autochtone Profile** for further clarification.

As stated in Appendix 01 and as part of the renovations to the building, Mr. Brandon is seeking to enter into an encroachment agreement with the City for various upgrades to the structure of the building as well as some amenities to enhance the experience of the restaurant. The structural features related to the encroach include extension of the roof eave 18" into the laneway; existing door to swing outward into the laneway and installation of an exhaust fan to the kitchen which will extend 24" into the laneway. Mr. Brandon would also like to remove the existing concrete sidewalk and replace it with an interlocking stone walkway from the exit door on the North side to the sidewalk along Ferguson Ave.

**Appendix 02 – Site Sketch** illustrates the location of the encroachments for the amenities identified above (Encroachment No. 1). Mr. Brandon would like to also initiate

dialogue towards future plans for seasonal street side dining to enhance the experience through a licenced open patio in the laneway (Encroachment No. 2).

### **Analysis**

A meeting was held with Mr. Brandon and it was agreed that the inclusion of Outdoor Patio (Encroachment No. 2) would be premature as it proposed that the outdoor seating area also be licenced under the LCBO. Mr. Brandon will focus efforts to accommodate structural improvements in relation to Encroachment No. 1.

The encroachment request was circulated to internal departments with the following comments being returned.

*Building Dept.: No issues, side door may be required as an exit and would need to remain there as long as the restaurant was in use.*

*PW: Not sure Union Gas & Hydro will be excited with buried infrastructure in laneway. Cannot support paving stone walkway, patio or removable fence.*

*Planning Dept.: Provided there are no issues from other departments or companies with underground utilities in this location, and the installations (ground level) are temporary in nature, the Planning Department does not have any concerns.*

*Fire Dept.: Whatever the established occupant load for this building may be, the patio area could not be increase the occupant load. Any fence enclosure would have to include an exit for emergency purposes.*

*Recreation: This area is not used for recreational purposes at this time.*

The proposed extension of eaves and hood for Kitchen ventilation are above ground; the only physical modification on the ground is the proposed interlocking sidewalk which will replace the existing concrete sidewalk with a small barrier at the exit as the door will swing out in accordance to building code requirements. The maintenance (cleaning and upkeep) of the walkway will be with Mr. Brandon. Refer to **Appendix 03 – laneway pictures**.

**Appendix 04 – Draft Encroachment** contains provisions outlining that Mr. Brandon would be responsible to remove and restore any amenities associated with the encroachment in the event any underground infrastructure (gas, hydro) requires access for maintenance. It should be noted that existing underground Hydro and Union Gas infrastructure within the laneway are located adjacent to the law firm building and not directly under the location of the proposed walkway.

The proposal was reviewed at the May 29, 2018 Corporate Services Committee meeting and it was agreed that this report could be brought forward at the June 5, 2018 Regular Council meeting.

It is recommended that Council direct staff to prepare the necessary by-law and Encroachment Agreement with Nancy E. Cassidy and Gerald J. Brandon for the property at 484 Ferguson Avenue to accommodate structural improvements for consideration at the June 19, 2018 Regular Council meeting.

**Financial / Staffing Implications**

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

This item is within the approved budget amount: Yes  No  N/A

2133956 Ontario Ltd. (Joanne Aitchison) is responsible for the cost of the legal and land titles fees to have the Encroachment Agreement registered on title for the property.

**Alternatives**

No alternatives were considered.

**Submission**

Prepared by:

Reviewed by:

Reviewed and submitted for  
Council's consideration by:

"Original signed by"

"Original signed by"

"Original signed by"

\_\_\_\_\_  
David B. Treen  
Municipal Clerk

\_\_\_\_\_  
Shelly Zubycck  
Director of Corporate Services

\_\_\_\_\_  
Christopher W. Oslund  
City Manager



*L'Autochtone is an urban style “Bar & Grill” concept providing diners in North-East Ontario and North-West Quebec with a truly unique experience featuring a menu based on modern American classics with an Indigenous twist. Indigenous culture and tourism is listed as one of the top draws in Canada for 2018 and we are poised to take advantage of this movement.*

## The Vision

The team behind L'Autochtone has a combination of more 55 Years' experience in the restaurant industry.

We will offer an incredible dining experience that will draw a crowd from across cultures and distances. Our restaurant will create buzz and draw attention from media to the bounty of Northern Ontario and to the resilience and creativity of Indigenous peoples. L'Autochtone will be an exclusive experience due to the proprietorship of a 5-Star, Multi-Award winning INDIGENOUS Red Seal Chef.

The restaurant itself will be small (30 seats) and intimate with an “Industrial Chic” vibe, featuring an open kitchen, copper topped bar and collection of modern Indigenous art. We hope to provide on the job training in hospitality for local Indigenous youth and create a culture of reconciliation in the community. Our long-range plans include a vibrant philanthropical component to build community by celebrating indigenous culture and possibly a Food Truck to reach our brand and draw more visitors to Haileybury. We feel that placing local indigenous culture “front & centre”, we can add value to Temiskaming Shores as a primary tourist destination.

The menus will be developed through relationship building with local suppliers to ensure consistency of supply and quality. With a strong emphasis on the seasonality of products and to take advantage of volume purchasing we will create a line of pickles, preserves, rubs and sauces for use in the restaurant and as a retail sales item. We will be renowned for our commitment to sustainability and for our support of local products and First Nations. To craft our vision, we have purchased and will rehabilitate an early 20<sup>th</sup> century building at 484 Ferguson Avenue in Haileybury Ontario.

## The Building – 484 Ferguson

The building 484 Ferguson is an early 20<sup>th</sup> Century commercial building with construction typical of the style for its time. This 2-story structure over partial basement and “crawl space” has had limited maintenance with some modern upgrades to the lower floor in 2012. To the best of our knowledge, there has been no effort to maintain the structural integrity of the building nor to correct moisture ingress issues.

It is our intention to address the outstanding structural issues of the building and restore its exterior appearance to a heritage form. The main floor of the building will be reinvented as a modern bistro with the upper floor renovated to become a “Loft Style” 1 Bedroom/Den. We consider the building to be a major asset worth investment and wish to see that we not only add value to 484 Ferguson, but to the Haileybury Business District as well.

Immediately, we intend to focus on the major structural rehabilitation with concern to the endurance of the building, and to immediately prevent further deterioration of property. (Please note that all impending rehabilitation plans are subject to time/financing)

Our major rehabilitation plans include:

1. Interior structural integrity
2. Exterior refurbishment to highlight heritage features
3. Establish a new landscaping plan to promote proper drainage, enhanced access, improved lighting, and future AGCO licenced patio (non-fixed/seasonal)
4. New urban-style/open-concept restaurant on the ground floor
5. Loft-styled 1-Bed/Den on the upper floor accessed from the rear of the building
6. Restoration of the roof to include skylights, access to future roof deck and potential for roof gardens.

To complete our structural rehabilitation, we require encroachment into the laneway on the north side of the building. We feel that to “save” the building, prevent further deterioration, and offer improved accessibility we will have to undertake the following:

1. Roof Eave to Extend 18" From Property Line
2. Exit Door Swing to Extend 36" From Property Line
3. Kitchen Exhaust Fan to Extend 24" From Property Line
4. Interlocking Stone Walkway / Landing to Extend 72"

Furthermore, we would like to initiate dialogue toward future plans for seasonal street side dining to enhance the attraction of both our operation and the visual appeal of downtown Haileybury.

5. Open Patio with Interlocking Stone (Potential LLBO Licenced with Free Standing Removable Fence)

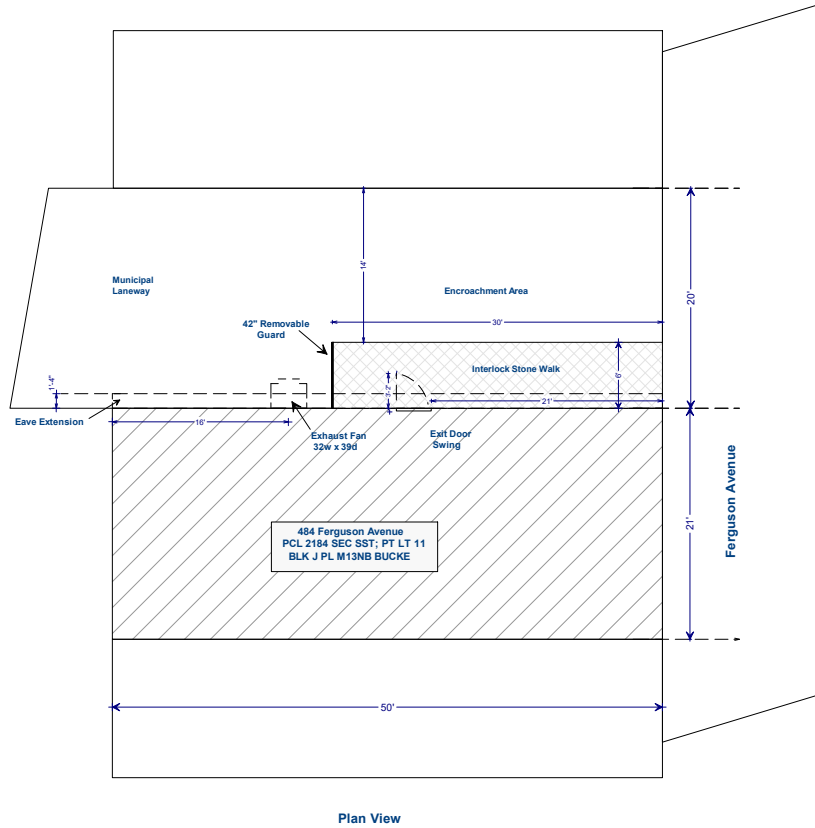
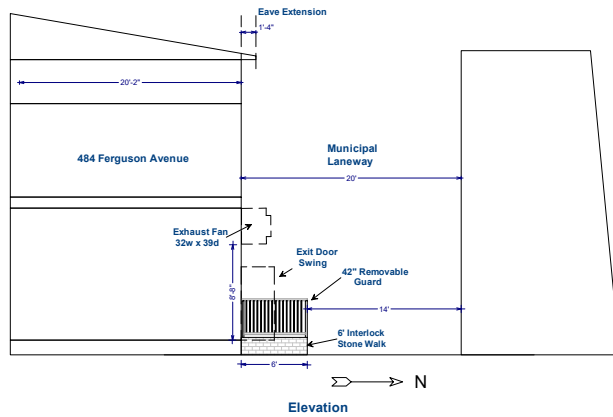
## Summary

In summary, we hope to create a “jewel” within the community of Temiskaming Shores, and help to add to the viability of this area as a prime tourist destination. The plans for the building and its future will provide ongoing employment and training opportunities for 6-8 full-time jobs and a further 8-10 part-time jobs. Our vision includes an educational component with the potential to offer local schools and Indigenous groups opportunities for learning and experiencing Indigenous foods and culture. We will be able to offer corporate team building around culinary education. With the connections of Gerry Brandon (owner/proprietor) we can bring in celebrity chefs to offer greater access to Food Security/Sustainability education. A world class tourist destination deserves a world class restaurant.

*“Steeped in tradition, but not bound by it, L’Autochtone is a contemporary take on North American classics as seen through an Indigenous Lens”*

Encroachment Provisions

- a. Roof Eave To Extend 16" From Property Line
- b. Exit Door Swing To Extend 38" From Property Line
- c. Kitchen Exhaust Fan To Extend 39" From Property Line
- d. Interlocking Stone Walkway / Landing to Extend 72" x 30"
- e. Add 2" Exterior Insulation/Stucco



NO.	DESCRIPTION	BY	DATE

SHEET TITLE:  
**Plan & Elevation**

PROJECT DESCRIPTION:  
**484 Ferguson Avenue**

DRAWINGS PROVIDED BY:

DATE:  
2018-05-30

SCALE:

SHEET:

**A-1**





**The Corporation of the City of Temiskaming Shores  
By-law No. 2018-000**

**Being a by-law to enter into an Encroachment  
Agreement with Nancy E. Cassidy and Gerald J.  
Brandon Roll No. 54-18-030-002-077.00**

**Whereas** under Section 8 of the Municipal Act 2001, S.O., 2001, c. 25, as amended, a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

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

**And whereas** under Section 10 (1) of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, a single-tier municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

**And whereas** Nancy Cassidy and Gerald Brandon wish to renovate their property at 484 Ferguson Avenue necessitating encroachment into the laneway adjacent to the property on the north side;

**And whereas** Council considered Administrative Report CS-022-2018 at the June 5, 2018 Regular Council meeting and directed staff to prepare the necessary by-law and encroachment agreement with Nancy Cassidy and Gerald Brandon for consideration at the June 19, 2018 Regular Council meeting;

**Now therefore** the Council of The Corporation of the City of Temiskaming Shores enacts as follows:

1. That the Council of the Corporation of the City of Temiskaming Shores authorizes the entering into of an Encroachment Agreement between Nancy Cassidy and Gerald Brandon, a copy annexed hereto as Schedule "A" and forming part of this by-law;
2. That Council agrees to charge an annual encroachment fee of \$ 25.00 to be added to the Owner's tax bill as an annual payment in lieu of property taxes;
3. That Council requires that the Owners pay the legal and land titles fees to register the agreement on title;
4. That the Mayor and Clerk are hereby authorized and directed to execute the Encroachment Agreement and any and all other documentation necessary to complete the agreement and the registering of the agreement on title;

5. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative numerical, grammatical, semantically or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

**Read a first, second and third time** and finally passed this 19<sup>th</sup> day of June, 2018.

---

Mayor – Carman Kidd

---

Clerk – David B. Treen

**This Encroachment Agreement** entered into on the 19<sup>th</sup> day of June, 2018.

Between:

**Nancy E. Cassidy and Gerald J. Brandon**  
(the “Owners”)

And:

**The Corporation of the City of Temiskaming Shores**  
(the “City”)

**Recitals:**

The Owner is the registered and beneficial owner of land that is municipally known as 484 Ferguson Avenue; Roll No. 54-18-010-002-077.00 (the “Property”) and which is legally described as:

Plan M-13 N.B. Block J, Pt. Lots 11, 12; Parcel 2184 SST, in the Temiskaming Shores; District of Timiskaming

The Owners are renovating the building into a restaurant requiring the extension of the roof eaves; installation of a kitchen exhaust fan; exit door opening into laneway and installation of interlocking paving stones adjacent to the building from the exit door to the Ferguson Avenue sidewalk; all of which encroach upon the City-owned laneway to the north; (the “Encroachment”).

**Terms and Conditions**

1. The Owners have provided the City with a sketch and project details which has been reviewed by City staff, a copy of which is hereto attached as Appendix 01;
2. The Owners are responsible to ensure that the Encroachment is constructed in accordance to Appendix 01;
3. The Owners are responsible to pay for all costs associated with the construction and maintenance of the Encroachment including the replacement of interlocking paving stones that are damaged or missing;
4. The Owners shall, if required, at their expense arrange to have amenities temporarily removed and reinstalled to permit the maintenance of underground utilities (Hydro, Gas, Phone, Storm, etc.);
5. The Owners shall indemnify and save harmless the City from and against any and all liabilities, claims, damages, actions and causes of action arising from the use of the Lands;

6. The Owners Benefactor shall on or before the **1<sup>st</sup> day of July** in each year, provide proof of liability insurance in the amount of **\$2 million** for the lands and all activities carried out thereon during use by the Owners.
7. In the event the City delivers written notice to the Owner that the City requires, for any purpose, the land which is affected by the Encroachment, the Owners shall, at its sole cost and expense either reconfigure, or relocate the Encroachment in a manner acceptable to the City, acting reasonably, or in the alternative, remove the Encroachment.
8. The Owners covenant and agree that this Encroachment Agreement is restricted to the existing Encroachment and the use, maintenance and repair thereof, not any expansions or further improvements thereto without the City’s written authorization.
9. This Encroachment Agreement shall be binding upon the Owners, its successors and assigns and shall not expire until the date upon which the Encroachment is removed or this by-law is repealed.

**Remainder of Page left blank intentionally**

In witness whereof the parties have executed this Agreement the day and year first above written.

Signed and Sealed in )  
the presence of )

**Nancy E. Cassidy / Gerry J. Brandon**

\_\_\_\_\_  
Owner – Nancy E. Cassidy

\_\_\_\_\_  
Owner – Gerald J. Brandon

Municipal Seal )

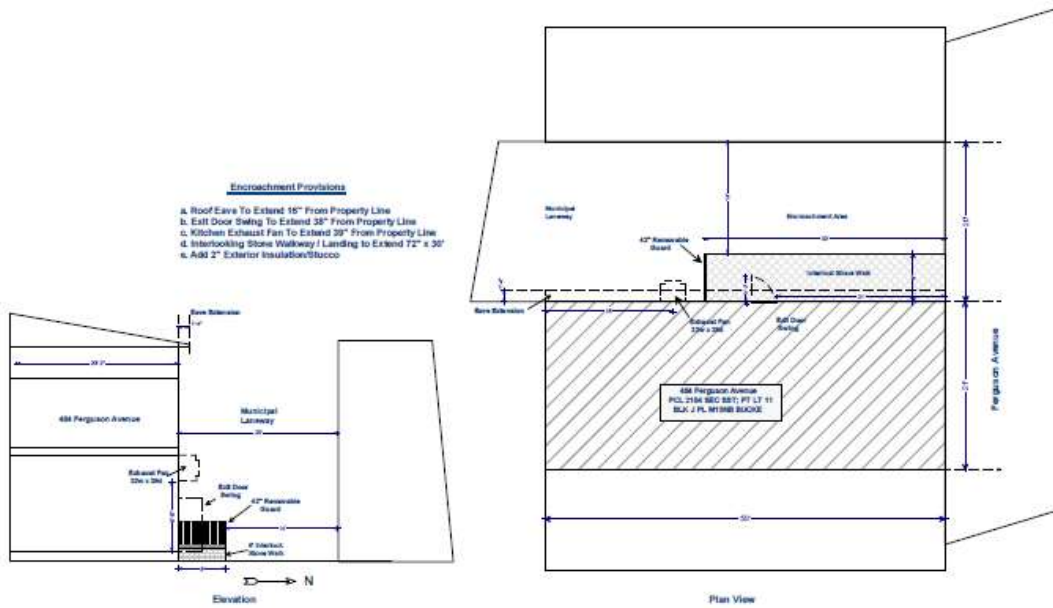
**Corporation of the City of  
Temiskaming Shores**

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Clerk – David B. Treen

## Appendix 01

### Site Sketch



**Subject:** Release of RFP - Municipal Employee  
Group Benefit Plan

**Agenda Date:** June 5, 2018

**Report No.:** CS-023-2018

---

## **Attachments**

**Appendix 01:** Draft CS-RFP-001-2018.

## **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-023-2018; and
2. That Council directs staff to publically release Request for Proposal CS-RFP-001-2018 for Municipal Employee Group Benefit Plan proposals.

## **Background**

The City's Municipal Employee Group Benefit Plan becomes eligible for renewal on October 1, 2018.

Staff is recommending the release of CS-RFP-001-2018 describing the City's requirements for Employee Benefits and Brokerage Services. It is the intent of the City to enter into an agreement with a qualified broker to administer the City's Employee Benefit package.

## **Analysis**

Currently, the City is using an Administrative Services Only (ASO) Plan. An ASO Plan has two (2) components:

1. A cash component used to pay for everyday benefits such as drug or dental costs; and
2. An insurance component to cover a catastrophic event such as an unforeseen need for special medicines or treatments.

Long term disability, AD&D and Life Insurance benefits are premium based.

As the current benefit package is included as part of both the City's Collective Agreement with CUPE Local 5014 members, as well as, the City's Agreement with management/non-unionized employees the benefits must remain unchanged.

## **Financial / Staffing Implications**



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

This item is within the approved budget amount: Yes  No  N/A

The renewal of the City's benefit plan is part of ongoing operation costs. Over the last five years, the benefit costs were as follows:

2013 - \$430,591

2014 - \$431,910

2015 - \$503,290

2016 - \$518,169

2017 - \$624,429

Over the last several years the industry has seen a consistently higher frequency of claims in excess of \$10,000. This continued deterioration is driven largely by catastrophic and specialty drug expenses as well as current fluctuations on the out-of-Country risk.

Specifically for the City of Temiskaming Shores, the main driver for the premium increases has been the "Pooling" coverage which includes in-Canada claims in excess of \$10,000 per person per benefit year.

The second main driver has been the City's experience rating with Long Term Disability.

### **Alternatives**

No alternatives were considered in the preparation of this report.

### **Submission**

Prepared by:

Reviewed and submitted for  
Council's consideration by:

"Original signed by"

"Original signed by"

\_\_\_\_\_  
Shelly Zubyck, CHRP  
Director of Corporate Services

\_\_\_\_\_  
Christopher W. Oslund  
City Manager



*Discover a whole new Ontario • Découvrez un tout nouvel Ontario*

City of Temiskaming Shores  
Request for Proposal  
CS-RFP-001-2018

Employee Benefits Plan & Brokerage Services

City of Temiskaming Shores  
P.O. Box 2050  
325 Farr Drive  
Haileybury, Ontario  
P0J 1K0



## Objective

This Request for Proposal describes the Corporation of the City of Temiskaming Shores requirements for Employee Benefits and Brokerage Services. It is the intent of the City of Temiskaming Shores to enter into an agreement with a qualified broker to administer the City's Employee Benefit package.

## Introduction

Located at the head of Lake Temiskaming, Temiskaming Shores is located in Northeastern Ontario, near the Quebec border. Temiskaming Shores covers 163.32 km<sup>2</sup> and has a population of approximately 10,600.

The former Towns of Haileybury, New Liskeard and the Township of Dymond amalgamated in January 2004 to become the City of Temiskaming Shores, which is a single tier municipality.

The City of Temiskaming Shores offers a variety of benefits to approximately 75 permanent full time unionized, library and management staff, as well as, retired employees of the same categories until the age of 65.

## Definitions

The Corporation of the City of Temiskaming Shores shall hereinafter be referred to as the City.

## Submission

Submissions may be in hard copy and submitted to the following address:

**City of Temiskaming Shores**  
P.O Box 2050  
325 Farr Drive  
Haileybury, Ontario P0J 1K0  
Attention: Dave Treen, Municipal Clerk  
"CS-RFP-001-2018 Employee Benefits Plan & Brokerage Services"

The closing date for the submission of Proposals will be at **2:00 pm local time on Thursday July 12<sup>th</sup>, 2018.**

- Proposals shall be in ink; late Proposals will not be accepted;
- Proposals by fax will not be accepted;
- Partial Proposals are not accepted;
- The City reserves the right to accept or reject any or all Proposals;
- The lowest priced proposal will not necessarily be accepted;



- The City reserves the right to enter into negotiations with a Contractor and any changes to the Proposal that are acceptable to both parties will be binding.
- The Proposals shall be valid for 30 (thirty) days from submission date.

## Questions

Any questions with respect to the specifications are to be directed to:

**Shelly Zubycck**  
Director of Corporate Services  
City of Temiskaming Shores  
325 Farr Drive  
Temiskaming Shores, ON P0J 1K0  
Phone: (705) 672-3363 ext. 4107  
Fax: (705) 672-3200  
[szubycck@temiskamingshores.ca](mailto:szubycck@temiskamingshores.ca)

## Current Benefits

The City is seeking a proposal for the provision and administration of employee benefits. Benefits currently provided in detail, including policy documents may be requested by contacting Shelly Zubycck as per the information listed above.

Currently, the City has a premium based plan for benefits such as:

- Employee Basic Life and AD&D Coverage
- Dependent Basic Life
- Long Term Disability

All other benefits are paid based on actual usage (ASO Plan).

The City is requesting that submissions include options for both a premium based plan, an ASO plan and/or a combination of both.

## Terms and Conditions

### Scope of Project

The successful bidder will focus on:

- Supporting and guiding the City's on-staff administrators
- Providing insights into current and future benefits trends
- Reviewing costs and plan usage data on a quarterly basis
- Advising on overall costs and services
- Soliciting industry quotes as required and when authorized



All services must be aimed at meeting the needs of the City over the term of this agreement, which may require short term and long term adjustments or strategies.

### **Term of Agreement**

The term of the agreement and the requirements hereunder shall be effective for a period of 3 years (3) years starting on September 1, 2018. The City reserves the right to extend the agreement under the same terms for a further two (2) years, on a year to year basis depending upon the quality of service, mutual agreement and annual premium negotiations.

### **Employee Agreements**

The current benefit package is included as part of both the City's Collective Agreement with CUPE Local 5014 members, as well as, the City's Agreement with management/non-unionized employees. As the benefits are a negotiable item, benefits must remain unchanged. For further details, please contact Shelly Zubyck, Director of Corporate Services.

### **Submittal Requirements**

Bidders are requested to submit the following information by the deadline stated in the invitation. All information listed below must be included.

- i) Broker's Business name, address, brief history, organizational structure, annual report.
- ii) Description of past and/or current assignments (include contact names and telephone numbers).
- iii) Qualifications of the Broker's staff members. Include who will liaise with the Municipality.
- iv) Ability to provide services locally.
- v) Any other information which may be useful and relevant for the Municipality to better understand and evaluate the services provided by the Broker.
- vi) All documentation returned on behalf of the Broker must bear the appropriate and authorized signatures.
- vii) Any applicable on-line platforms that will be available to employees (IE: Submitting claims or predeterminations online).
- viii) Signed Conflict of Interest Declaration and Non-Collusion Affidavit.
- ix) Cost of Service.

### **Proposal Costs**

The City will not be liable for any costs incurred by the Bidders in the preparation of responses to the request for proposals.



## Proposal Evaluation Criteria

An evaluation team consisting of key municipal staff will conduct the evaluation of proposals.

The City of Temiskaming Shores reserves the right in its evaluation of the proposal to consider all pertinent criteria whether or not such criteria are contained in the Request for Proposals.

City Proposal Evaluation Criteria			Maximum Total Points
	Weight	Points	
<b>Qualifications, Expertise and Performance on Similar Purchases</b>			
Past ability to complete transactions within timelines and budgets	6	10	60
Stability and reputation of firm	4	10	40
Qualifications of support staff	5	10	50
Qualifications of senior staff / manager	5	10	50
<b>20%</b>			
<b>Proposed Supplier Contact / Manager and Support Team</b>			
Past experience in directing / involvement with similar services	5	10	50
Specialized expertise	5	10	50
Understanding of proposed goods to be provided	5	10	50
<b>15%</b>			
<b>Completeness and Schedule</b>			
Availability of key staff	5	10	50
Demonstrated customer service program	5	10	50
Methodology and Schedule for delivery of goods	5	10	50
Quality assurance program	5	10	50
Demonstrated how the firm will assist the City maintaining and servicing this unit	5	10	50
<b>25%</b>			
<b>Price</b>			
Cost estimates are evaluated for completeness and lowest is scored 10 points, next 8 points, etc. If more than 5 proposals, then only 5 lowest Bids are to receive points, and the remaining higher prices will be given 0.25 points. Prices within a small differential will be scored as equal.	40	10	400
<b>40%</b>			



**City of Temiskaming Shores**

**CS-RFP-001-2018**  
Employee Benefits Plan & Brokerage Services

**NON-COLLUSION AFFIDAVIT**

I/ We \_\_\_\_\_ the undersigned am fully informed respecting the preparation and contents of the attached quotation and of all pertinent circumstances respecting such bid.

Such bid is genuine and is not a collusive or sham bid.

Neither the bidder nor any of its officers, partners, owners, agents, representatives, employees or parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with any other Bidder, firm or person to submit a collective or sham bid in connection with the work for which the attached bid has been submitted nor has it in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other Bidder, or to fix any overhead, profit or cost element of the bid price or the price of any bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Temiskaming Shores or any person interested in the proposed bid.

The price or prices quoted in the attached bid are fair and proper and not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

The bid, quotation or proposal of any person, company, corporation or organization that does attempt to influence the outcome of any City purchasing or disposal process will be disqualified, and the person, company, corporation or organization may be subject to exclusion or suspension.

Company Name: \_\_\_\_\_

Authorized Person: \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

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



**City of Temiskaming Shores**  
**CS-RFP-001-2018**  
Employee Benefits Plan & Brokerage Services

**Conflict of Interest Declaration**

Please check appropriate response:

- I/we hereby confirm that there is not nor was there any actual, or perceived conflict of interest in our quotation submission or performing/providing the Goods/Services required by the Agreement.
- The following is a list of situations, each of which may be a conflict of interest, or appears as potentially a conflict of interest in our Company's quotation submission or the contractual obligations under the Agreement.

List Situations:

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In making this quotation submission, our Company has / has no (*strike out inapplicable portion*) knowledge of or the ability to avail ourselves of confidential information of the City (other than confidential information which may have been disclosed by the City in the normal course of the quotation process) and the confidential information was relevant to the Work/Services, their pricing or quotation evaluation process.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

Firm Name: \_\_\_\_\_

Bidder's Authorized Official: \_\_\_\_\_

Title: \_\_\_\_\_

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



# THE CITY OF TEMISKAMING SHORES JANUARY - MAY 2018 YEAR-TO-DATE CAPITAL FINANCIAL REPORT

## Distribution List

Mayor and Council

Chris Oslund, City Manager

Tim Uttley, Fire Chief

Dave Treen, Municipal Clerk

Doug Walsh, Director of Public Works

Tammie Caldwell, Director of Leisure Services

Shelly Zubyck, Director of Corporate Services

Finance Department Contact:  
Laura-Lee MacLeod, Treasurer

01-Jun-18

**SUMMARY - CAPITAL**  
**Revenues and Expenditures**  
**as at May 2018**

	2018 YTD			%
	Actual	Total Budget	Variance B/(W)	
<b>CAPITAL</b>				
<b>Revenues</b>				
Capital - General	112.6	4,142.3	(4,029.7)	-97.3%
Capital - Environmental	737.0	2,021.0	(1,284.0)	-63.5%
<b>Total Revenues</b>	<b>849.6</b>	<b>6,163.3</b>	<b>(5,313.7)</b>	<b>-86.2%</b>
<b>Expenditures</b>				
Capital - General	610.5	4,142.3	3,531.8	85.3%
Capital - Environmental	714.1	2,021.0	1,306.9	64.7%
<b>Total Expenditures</b>	<b>1,324.6</b>	<b>6,163.3</b>	<b>4,838.7</b>	<b>78.5%</b>
<b>Net Position Capital</b>	<b>(475.0)</b>	<b>0.0</b>	<b>475.0</b>	<b>0.0%</b>

**GENERAL CAPITAL**  
**Revenues & Expenditures**  
**as at May 2018**

Department	Project	2018			%	G	Y	R
		Actual	Budget	Variance B/(W)				
<b>REVENUES:</b>	Transfer from Operations		949.1	(949.1)				
	Transfer from Reserves		313.3	(313.3)				
	Financing - fleet		1,156.3	(1,156.3)				
	Financing - scba		260.1	(260.1)				
	Financing - PFC		560.2	(560.2)				
	Federal Gas Tax		622.5	(622.5)				
	OCIF Formula Based Funding	102.6	205.2	(102.6)				
	Provincial Gas Tax		68.1	(68.1)				
	Partnership - Rotary Club	10.0	7.5	2.5				
<b>Total Revenues</b>		<b>112.6</b>	<b>4,142.3</b>	<b>(4,029.7)</b>				
<b>EXPENDITURES:</b>								
<b>Corporate Services:</b>	DTSSAB Housing Project	5.6	32.9	27.3		X		
<b>FEMS:</b>	SCBA Replacement		265.6	265.6	50%	X		
	Washer-Extractor for PPE		8.5	8.5	50%	X		
<b>Property Mtnce:</b>	NL Cemetery Building Upgrades		25.0	25.0				
	PFC Upgrades	14.2	1,000.0	985.8	50%	X		
	NL Library Relocation		50.0	50.0	50%	X		
	Accessibility Upgrades Engineering		100.0	100.0				
<b>Public Works:</b>	2018 Roads Program		1,085.7	1,085.7	50%	X		
	Elm Street Resurfacing		35.0	35.0	50%	X		
	Ditching Program for Future Resurfacing		25.0	25.0	50%	X		
	Traffic Impact Study		25.0	25.0	50%	X		
	NL Landfill Site Expansion	31.2	110.0	78.8	25%	X		
<b>Transit:</b>	Video Surveillance System		37.5	37.5				
	Transit Bus Motor Replacement		30.6	30.6	100%	X		
<b>Fleet:</b>	Sweeper	306.8	308.2	1.4	100%	X		
	Sidewalk Machine	159.8	159.8	0.0	100%	X		
	Blower Attachment for Loader		115.0	115.0	100%	X		
	3/4 Ton Pick Up with Cap		33.7	33.7	75%	X		
	1/2 Ton Pick Up		27.2	27.2	75%	X		
	3/4 Ton Crew Cab Pick Up		37.7	37.7	75%	X		
	Water Tanks (2)	53.2	52.8	-0.4	100%	X		
	Pumper/Tanker		428.0	428.0	75%	X		
<b>Recreation:</b>	Splashpad		15.0	15.0	50%	X		
	Hlby Arena Lobby Floor Replacement		44.4	44.4	50%	X		
	Zero Turn Lawnmower	16.2	16.2	0.0	100%	X		
	Playground Equipment Program - Shaver Park		50.0	50.0	75%	X		
	Groomer	3.2	3.2	0.0	100%	X		
	Land Acquisition (ARIO)	20.3	20.3	0.0	100%	X		
<b>Total Expenditures</b>		<b>610.5</b>	<b>4,142.3</b>	<b>3,531.8</b>				

## 2.4

**ENVIRONMENTAL CAPITAL**  
**Revenues & Expenditures**  
**as at May 2018**

	<b>2018</b>		
	<b>Actual</b>	<b>Budget</b>	<b>Variance B/(W)</b>
<b>REVENUES:</b>			
Transfer from Operations		138.7	(138.7)
Transfer from Reserves		625.2	(625.2)
Financing - North Cobalt Water Stabilization		59.8	(59.8)
Financing - TS Infrastructure (Gray Rd)		460.3	(460.3)
Financing - NL WTP Upgrades	466.9	466.9	0.0
Funding - NL WTP Upgrades	270.1	270.1	0.0
<b>Total Revenues</b>	<b>737.0</b>	<b>2,021.0</b>	<b>(520.1)</b>
<b>EXPENDITURES:</b>			
TS Infrastructure Upgrades (Gray Rd)	140.2	800.0	659.8
North Cobalt Water Stabilization	3.7	75.0	71.3
NL WTP Upgrades	568.2	761.0	192.8
Hlby WTP Sedimentation Tank Rebuild		110.0	110.0
Hlby STP Effluent Quality Issues	1.7	70.0	68.3
Beach Garden Sewer Upgrades		80.0	80.0
Niven Street Pump Refurbishment & Repair	0.3	125.0	124.7
<b>Total Expenditures</b>	<b>714.1</b>	<b>2,021.0</b>	<b>1,306.9</b>

# Memo

**To:** Mayor and Council  
**From:** Tammie Caldwell, Director of Recreation  
**Date:** June 5, 2018  
**Subject:** Summer Concessions  
**Attachments:** None

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Mayor and Council:

The City of Temiskaming Shores has three summer concessions – Rotary Farr Park, Haileybury Beach and the Dymond Recreation Park.

In 2017 the Treehouse (Barbara and Dave Treen) operated the Rotary Farr Park and the Dymond Recreation Park concessions.

The Treehouse has indicated that they are willing to operate the Rotary Farr Park Concession for the 2018 season at the rate of \$350.00 for the season; however they are not interested in operating the Dymond Recreation Park concession.

Subsequently the City advertised for Operators of the Haileybury Beach Concession and the Dymond Recreation Park Concession in the City Bulletin of the Temiskaming Speaker and the City website and Facebook page with a deadline date of April 10<sup>th</sup>, 2018. There were no applications received.

Further discussion took place with Mr. Treen and the Treehouse is willing to take on the operation of the Haileybury Beach Concession for the 2018 season at the same rate as the last Operator \$500 plus HST for the season.

Staff is recommending:

That Council direct staff to prepare the necessary by-law to enter into an Agreement with the Treehouse for the operation of the Rotary Farr Park Concession at a fee of \$350.00 per season and the Haileybury Beach Concession at a fee of \$500.00 per season for consideration at the June 5, 2018 Regular Council meeting.

Prepared by:

Reviewed and submitted for  
Council's consideration by:

“Original signed by”

“Original signed by”

---

Tammie Caldwell  
Director of Leisure Services

---

Christopher W. Oslund  
City Manager

**The Corporation of the City of Temiskaming Shores**

**By-law No. 2018-090**

**Being a by-law to enter into an agreement with STREETSCAN  
Canada ULC to perform certain sidewalk inspections and  
management services for the City of Temiskaming Shores**

**Whereas** under Section 8 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, the powers of a municipality shall be interpreted broadly to enable it to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues;

**And whereas** under Section 9 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

**And whereas** under Section 10 (1) of the Municipal Act, 2001, S.O. 2001, c.25, as amended, a single-tier municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

**And whereas** Council considered Administrative Report No. PW-031-2018 at the May 15, 2018 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an agreement with STREETSCAN Canada ULC to perform sidewalk inspection and management services in the City of Temiskaming Shores for consideration at the June 5, 2018 Regular Council meeting;

**Now therefore** the Council of The Corporation of the City of Temiskaming Shores hereby enacts the following as a by-law:

1. That Council authorizes the entering into an agreement with STREETSCAN Canada ULC to perform certain sidewalk inspection and management services in the City of Temiskaming Shores in the amount of \$7,403 plus applicable taxes, a copy of which is attached hereto as Schedule "A" and forming part of this by-law;
2. That the Mayor and Clerk of the City of Temiskaming Shores are hereby authorized to execute amendments and/or contract change order to this agreement after the passage of this by-law, where Council has requested and/or approved the said amendment and/or contract change order through a Resolution of Council.
3. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

**Read a first, second and third time and finally passed this 5<sup>th</sup> day of June, 2018.**

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Mayor – Carman Kidd

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Clerk – David B. Treen

AGREEMENT FOR SERVICES  
BY AND BETWEEN

STREETSCAN CANADA ULC  
AND

Corporation of the City of Temiskaming Shores

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between Corporation of the City of Temiskaming Shores, hereinafter called the MUNICIPALITY, with its head office and clerk located at 325 Farr Drive P.O. Box 2050, Haileybury, ON P0J 1K0, and STREETSCAN CANADA ULC, with offices at 722-111 Ch de la Pointe-Nord, Verdun QC H3E0B3 Canada, hereinafter called STREETSCAN (together the "PARTIES").

WITNESSETH, for the consideration hereinafter set forth, the parties hereto agree as follows:

ARTICLE 1 - ENGAGEMENT OF STREETSCAN

The MUNICIPALITY hereby engages STREETSCAN, and STREETSCAN hereby accepts the engagement to perform certain sidewalk inspection and management services for the MUNICIPALITY.

ARTICLE 2 - SCOPE OF SERVICES

The Scope of Services will be performed in accordance with STREETSCAN'S proposal to the MUNICIPALITY submitted April 24<sup>th</sup> 2018 (attached hereto as Exhibit A) (herein referred to as the "PROJECT").

This AGREEMENT represents the full and complete agreement between the PARTIES. Terms and conditions may be changed or additional terms added only by written amendment to this AGREEMENT signed by both PARTIES.

ARTICLE 3 - RESPONSIBILITIES OF THE MUNICIPALITY

The MUNICIPALITY, without cost to STREETSCAN, shall do the following in a timely manner so as not to delay the services of STREETSCAN:

- 3.1 Designate in writing a person to act as the MUNICIPALITY's representative with respect to work to be performed under this AGREEMENT, such person to have complete authority to transmit instructions, receive information, interpret, and define the MUNICIPALITY's policies and decisions with respect to materials, equipment elements and systems pertinent to the work covered by this AGREEMENT.
- 3.2 The MUNICIPALITY's representative will coordinate with officials and other MUNICIPALITY employees who have knowledge of pertinent conditions and will



confer with STREETSCAN regarding both general and special considerations relating to the PROJECT.

- 3.3 Assist STREETSCAN by placing at STREETSCAN'S disposal all available information pertinent to the PROJECT or requested by STREETSCAN including previous reports and other historical data relative to design or construction of the roadways in the MUNICIPALITY.
- 3.4 Arrange for access to and make all provisions for STREETSCAN to enter upon public and private lands as required for STREETSCAN to perform its work under this AGREEMENT.
- 3.5 Furnish STREETSCAN all needed topographic, property, boundary and right-of-way maps. Data provided in standard GIS file formats are preferred.

We require a target road GIS layer with segmentation, either from the client or from the Provincial Database. If neither is available, we can create it from a list of target roads from intersection to intersection or as otherwise directed, charging STREETSCAN's standard engineering billing rates. If MUNICIPALITY requests a different segmentation after the processing has begun, results will be delayed, and STREETSCAN will charge engineering rate for implementing the segmentation change.

STREETSCAN will use MUNICIPALITY's pavement maintenance methods and pricing for the pavement maintenance plan, if it is provided by the end of the data collection. Otherwise we'll use our default pavement maintenance methods and pricing. Subsequent changes are billed at STREETSCAN's standard engineering billing rates.

- 3.6 Cooperate with and assist STREETSCAN in all additional work that is mutually agreed upon.
- 3.7 Pay STREETSCAN for work performed in accordance with the terms specified herein.

#### ARTICLE 4 - TIME OF PROJECT

STREETSCAN will initiate work under this AGREEMENT following formal acceptance of this AGREEMENT by the MUNICIPALITY. STREETSCAN agrees to provide services described herein in a timely manner. The PARTIES recognize that the services being provided by STREETSCAN are subject to impact by weather, labor, fire, construction, and technological issues that may cause delays during the pavement inspection period. STREETSCAN agrees to use its best efforts to avoid delays.

#### ARTICLE 5 - PAYMENTS TO STREETSCAN

- 5.1 Fees. For services performed under this AGREEMENT, the MUNICIPALITY agrees to pay STREETSCAN the total amount set forth in the chart below, subject to the revisions directed by paragraph 5.2, based on those services selected by the MUNICIPALITY as set forth in the below chart after review of the proposal:

Data Collection & Processing	Unit Cost	Cost
Sidewalk KM		40 KM
ScanCart Data Collection	\$115	\$4,600
Data Processing	\$70	\$2,800
Sidewalk Management Plan	Fixed	\$500
Setup & Travel Cost	Fixed	\$500
<b>Data Collection &amp; Processing Total</b>		<b>\$8,400</b>
<b>Software &amp; Imagery</b>		
Annual Software License (Sidewalk Module)	Fixed	\$750
Annual Data Hosting & Support	\$10	\$400
Sidewalk Facing Imagery	\$8	\$320
<b>Software &amp; Imagery Total</b>		<b>\$1,470</b>
<b>Total</b>		
<b>Total Sidewalk Management Costs</b>		<b>\$9,870</b>
<b>Existing Client Discount</b>	<b>25%</b>	<b>(\$2,468)</b>
<b>Cost Net Discount</b>		<b>\$7,403</b>

- 5.2 Reconciliation. The parties hereby acknowledge that the total amount set forth above may be subject to adjustment based on the actual lane miles surveyed, which will not be known until STREETSCAN’S field work is complete. MUNICIPALITY agrees to pay for all services set forth in the above chart based on the actual lane miles surveyed, whether more or less than set forth above or estimated in the proposal.
- 5.3 Monthly Payment. Fees for this PROJECT shall be billed monthly as they accrue based upon the services performed or other agreed upon milestones. The MUNICIPALITY agrees to make payment to STREETSCAN upon receipt of the monthly invoice.
- 5.4 Remedies. If the MUNICIPALITY fails to make any payment due STREETSCAN for services and expenses within thirty (30) days after receipt of STREETSCAN’s statement therefor, STREETSCAN may, after giving seven (7) days’ written notice to the MUNICIPALITY, suspend services under this AGREEMENT. Unless payment is received by STREETSCAN within seven (7) days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, STREETSCAN shall have no liability to the MUNICIPALITY for delay or damage caused the MUNICIPALITY because of such suspension of services.
- 5.5 Costs of Collection. The MUNICIPALITY agrees to pay all collection related costs that STREETSCAN incurs enforcing the terms of this AGREEMENT, including attorney’s fees.

## ARTICLE 6 - GENERAL PROVISIONS

### 6.1 Standard of Care

The services provided by STREETSCAN shall be performed in accordance with generally accepted professional practice consistent with that degree of skill and care ordinarily exercised by similar professionals performing similar services under the same or similar circumstances and conditions. STREETSCAN makes no other representations or warranties, whether expressed or implied, with respect to the services rendered hereunder.

### 6.2 Risk Allocation/Limitation of Liability

6.2.1 STREETSCAN is not responsible for any delay, disruption or liabilities caused by the failure or the inability of any state, federal, local, or other authority to review or take other appropriate action on a timely basis with respect to services performed by STREETSCAN under this AGREEMENT.

6.2.2 STREETSCAN shall be liable only to the extent that its negligence is the proximate cause of any injury or damage to the MUNICIPALITY. In the event that STREETSCAN is adjudicated or otherwise found to be jointly negligent, STREETSCAN'S liability shall be limited to the proportion or degree of its actual negligence, and recovery against STREETSCAN shall be limited to STREETSCAN'S percentage share of the joint negligence as applied against the total amount recoverable.

### 6.3 Dispute Resolution

This Agreement shall be deemed to have been made in Ontario and the validity, interpretation and performance of this Agreement shall be governed by and construed in accordance with the substantive law of the Province of Ontario, excluding, however, such laws as pertain to conflicts of law. STREETSCAN and the MUNICIPALITY forever renounce and waive their right to a trial by jury with respect to any demand, claim or counterclaim arising under this Agreement. Except for claims for injunctive relief, STREETSCAN and the MUNICIPALITY agree that all other claims, disputes and controversies between them arising under this Agreement shall be finally resolved by binding arbitration conducted by the Canadian Arbitration Association, ADR Chambers Canada or such other person or arbitration service as the parties mutually agreed upon. Either STREETSCAN or the MUNICIPALITY may demand arbitration by providing the other party 10 days' notice that notifying party is filing for arbitration. All arbitration proceedings will take place in Toronto, Ontario. The arbitrator(s) may grant compensatory damages and costs to the prevailing party (but not punitive or exemplary damages) and that the costs of arbitration shall be borne equally by STREETSCAN and the MUNICIPALITY, except that STREETSCAN and the MUNICIPALITY shall bear their own attorneys' fees. This right to arbitration will not preclude or affect in any manner the rights of STREETSCAN to equitable relief hereunder.

#### 6.4 Governing Law and Territorial Jurisdiction

The AGREEMENT shall be governed by and interpreted in accordance with the laws of the Province of Ontario. Any litigation which arises between the PARTIES shall be initiated and pursued exclusively in the judicial region of Toronto.

#### 6.5 Comprehensive General Liability Insurance

STREETSCAN shall secure and maintain, for the duration of this PROJECT, the following Comprehensive General Liability Insurance policy or policies at no cost to the MUNICIPALITY.

With respect to the operations STREETSCAN performs STREETSCAN shall carry:

Comprehensive General Liability Insurance providing a combined single limit of One Million Dollars (\$1,000,000) for bodily injuries, death, and property damage to others with a Two Million Dollars (\$2,000,000) General Aggregate.

#### 6.6 Automobile Liability Insurance

STREETSCAN shall secure and maintain for the duration of this PROJECT, Automobile Liability Insurance covering the operation of all motor vehicles, including those hired or borrowed, used by STREETSCAN in connection with this AGREEMENT, in the following amount:

6.6.1 Not less than Five Hundred Thousand Dollars (\$500,000) for all damages arising out of bodily injuries to or death of one person and subject to that limit for each person, a total limit of Five Hundred Thousand Dollars (\$500,000) for all damages arising out of bodily injuries to or death of two or more persons in any one accident or occurrence, and

6.6.2 Not less than One Million Dollars (\$1,000,000) for all damages arising out of injury to or destruction of property in any one accident or occurrence.

#### 6.7 Employment and Labour Laws

6.7.1 STREETSCAN shall comply with all provincial legislation and regulations as regards all of its employees at the PROJECT.

#### 6.8 Non-Discrimination In Employment – STREETSCAN

STREETSCAN agrees and certifies that in providing the services described herein, it shall not discriminate against any employee or applicant because of race, color, religion, age, sex, sexual orientation, or national origin. STREETSCAN further agrees to be bound by and abide by any and all applicable governmental regulations pertaining to non-discrimination.

6.9 Precedence

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding STREETSCAN'S services.

6.10 Severability

If any of these Standard Terms and Conditions shall be finally determined to be invalid or unenforceable in whole or part, the remaining provisions hereof shall remain in full force and effect, and be binding upon the parties hereto. The parties agree to reform this AGREEMENT to replace any such invalid or unenforceable provision with a valid enforceable provision that comes as close as possible to the intention of the stricken provision.

6.11 Survival

ARTICLE 6 shall survive the completion of services under this AGREEMENT and the termination of this AGREEMENT for any cause.

6.12 Force Majeure

Neither MUNICIPALITY nor STREETSCAN shall be considered in default in the performance of its obligations hereunder if such obligations were prevented or delayed by any cause beyond the reasonable control of the party which include, but are not limited to acts of God, labor disputes, or civil unrest.

The party affected by force majeure shall inform the other parties in writing regarding the particulars of the event of force majeure, and shall, within fifteen (15) days from the occurrence of such event, provide a report to the other parties explaining the reason for which the obligations cannot be performed in whole or in part and delayed performance is necessary and the proposed remedy.

6.13 Execution in Counterparts.

This Agreement may be executed in one or more counterparts. Each counterpart will be an original, but all such counterparts will constitute a single instrument.

ARTICLE 7 - TERMINATION

7.1 The obligation to provide further services under this AGREEMENT may be terminated by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

- 7.2 If the PROJECT is suspended or abandoned in whole or in part for more than three months, STREETSCAN shall be compensated for all services performed prior to receipt of written notice from the MUNICIPALITY of such suspension or abandonment, together with other direct costs then due and all Termination Expenses as defined in Paragraph 7.3. If the PROJECT is resumed after being suspended for more than three months, the PARTIES agree that STREETSCAN'S compensation shall be adjusted to the market rates for the services selected by the MUNICIPALITY at the time the PROJECT is resumed.
- 7.3 In the event of termination by the MUNICIPALITY under Paragraph 7.1 upon the completion of any phase of the PROJECT, progress payments due STREETSCAN for services rendered through such phase constitute payment for such services. In the event of any such termination, STREETSCAN will be paid for all unpaid services and unpaid other direct costs, plus all Termination Expenses. Termination Expenses means additional other direct costs directly attributable to termination, which, if termination is at the MUNICIPALITY'S convenience, shall include an amount computed as 10 percent of total compensation for the PROJECT earned by STREETSCAN to the date of termination.

#### ARTICLE 8 - OWNERSHIP AND USE OF DOCUMENTS

- 8.1 STREETSCAN shall retain ownership of all work product including, but not limited to, field data, analyses, calculations, notes and other records relating to the project prepared by STREETSCAN. The MUNICIPALITY shall have use of the work product and software for the sole benefit of the MUNICIPALITY with no third party beneficiaries intended. However, such work product is not intended or represented to be suitable for reuse by the MUNICIPALITY or others on extensions of the PROJECT or on any other PROJECT. Any reuse or alteration without written verification or adaptation by STREETSCAN for the specific purpose intended shall be at the MUNICIPALITY'S sole risk and without liability or legal exposure to STREETSCAN, and the MUNICIPALITY shall indemnify and hold STREETSCAN harmless from all claims, damages, losses and expenses, including reasonable attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation shall entitle STREETSCAN to further compensation at rates to be agreed upon by the MUNICIPALITY and STREETSCAN. In the event the PARTIES are unable to agree on the further compensation due to STREETSCAN, the PARTIES agree to resolve any dispute concerning compensation through binding arbitration as described in Paragraph 6.3.
- 8.2 Following delivery of final results, MUNICIPALITY will be able to access all results for a period of one year from the date of delivery. STREETSCAN agrees to maintain the MUNICIPALITY'S web-based portal for their access and will maintain a backup version of the data onsite and through cloud based services. MUNICIPALITY'S initial license for this access is active for 1 year and sold with the initial proposal.

8.3 At the conclusion of the one year period referenced in 8.2, MUNICIPALITY has the option to renew its access subscription on an annual basis. Renewals are good for one (1) year and must be paid in a one-time payment made at the beginning of the renewal term. STREETSCAN reserves the right to withhold access pending receipt of the renewal payment. Renewal pricing is based on the surveyed lane miles and is subject to adjustment for inflation based on the most recent annual Consumer Price Index for All Urban Consumers (CPI-U) in the Greater Toronto Area (GTA). Any and all renewals will be handled by the execution of an additional subscription agreement. The renewal period will not begin until payment is received by STREETSCAN. Renewals may be made as long as the MUNICIPALITY desires access to the data. Non-payment of the renewal notice, once the renewal has begun, will lead to removal of the web based portal from STREETSCAN'S server and termination of MUNICIPALITY'S access to their data.

ARTICLE 9 – CONFIDENTIALITY

MUNICIPALITY agrees not to disclose any of STREETSCAN'S confidential or proprietary information to any person unless requested in writing from STREETSCAN and approved in writing by STREETSCAN, and agrees to bind its employees, officers, and agents to this same obligation.

ARTICLE 10 – SOLE REMEDY

Notwithstanding anything to the contrary contained herein, MUNICIPALITY and STREETSCAN agree that their sole and exclusive claim, demand, suit, judgment, or remedy against each other shall be asserted against each other's corporate entity and not against each other's shareholders, directors, officers, or employees.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT the day and year first above written.

ACCEPTED FOR:

STREETSCAN CANADA ULC

MUNICIPALITY OF \_\_\_\_\_

By Its \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

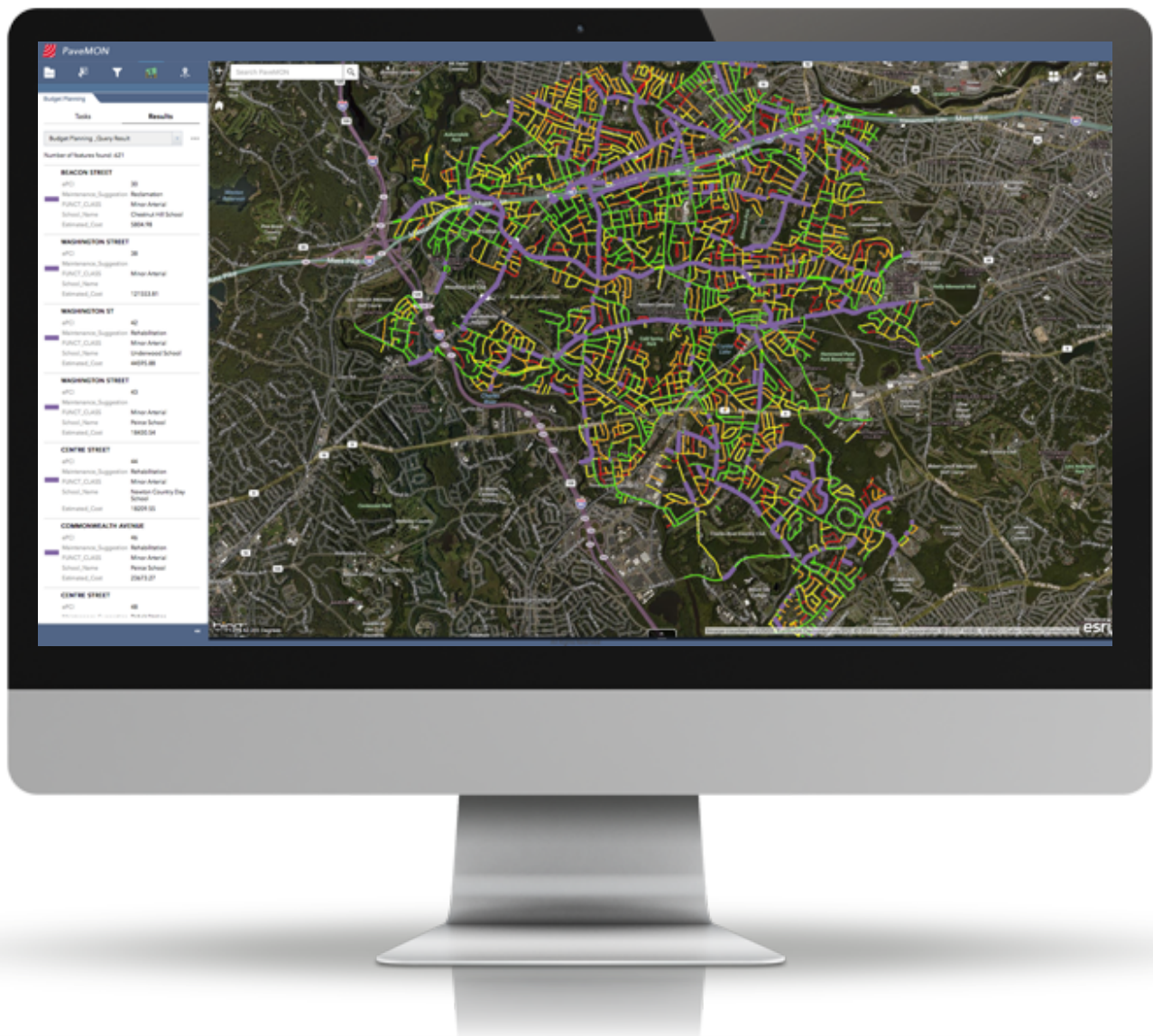
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# Exhibit A

## SIDEWALK ASSESSMENT SERVICE PROPOSAL

### Temiskaming Shores, Ontario

April 24, 2018





April 24, 2018

Doug Walsh, Director of Public Works  
City of Temiskaming Shores  
325 Farr Drive, P.O. Box 2050,  
Haileybury, ON P0J 1K0

Thank you for your interest in StreetScan. Municipalities worldwide are faced with aging infrastructure and limited budget resources to repair and maintain them. Having the ability to monitor the health of your street network through an abundance of data being collected via multiple vehicle mounted sensors allows your staff to properly allocate repair and maintenance budgets. This is now made possible in an affordable, objective way utilizing StreetScan's advanced mobile sensing survey van and online web based app.

Our service offering includes:

- Data collection: vehicle survey of paved lane km.
- Data processing of pavement condition and assets.
- Data visualization: pavement monitoring system including Pavement Condition Index (PCI) Report – integrated into your existing GIS or optional cloud-based access.
- Pavement Management Plan: maintenance and budget options, suggestions and scenarios; optional cloud-based access with robust interactive planning and budgeting tools.

Also available: (see Appendices for more details)

- Enhanced Data Visualization Package (front looking camera & videos)
- Optional asset extractions including pavement markings, traffic lights, utility assets, signage, sidewalk, curbs, trees, etc.

On behalf of the team at StreetScan, we are pleased to submit this proposal for your review. We strive to be as accurate as possible in our initial projections and cost estimates, and look forward to meeting with you soon to discuss any questions you may have.

Yours truly,

Michelle Hjort,  
Director of Business Development- Canada  
StreetScan Inc.

## About Us

2009-2015  **Northeastern**

StreetScan started as a 5-year R&D project out of Northeastern University, receiving over \$18 Million in funding. The project called Versatile Onboard Traffic Embedded Roaming Sensors (VOTERS) created a framework, prototype & blueprint for a service to shift from periodical localized pavement inspections to continuous network-wide health monitoring of roadways.



**STREETSCAN** 2015

StreetScan was founded as a spin-off of the VOTERS project to commercialize the technology and provide pavement inspection and management services. In its first year of offering the service StreetScan successfully completed multiple surveys in New England, Canada & the State of Washington. Our complete advanced hardware/software turn-key solution set's us apart from the competition. The day's of sending inspectors into the field for Pavement surveys are over as Municipalities embrace the power of data to enrich their decision making abilities!



2017...



StreetScan is kicked off 2017 with its new Smart City Mobile Sensing Service Offering targeted at providing our clients a smart, objective & affordable way to monitor all your street assets. What's unique is that we are combining this service with our existing pavement management offering which in return saves our clients time & money without requiring additional field surveys. With one pass of the ScanVan, Municipalities can now extract & monitor critical assets such as Pavement Condition, Signage, Pavement Markings, Street Lights and much more.

## About Us - LAS



Local Authority Services (LAS) was created in 1992 by the Association of Municipalities of Ontario (AMO). LAS is a preferred provider of competitively-priced and sustainable business services for Ontario municipalities and the broader public sector, helping its customers “save money, make money, and build capacity.”

## LAS Roads Assessment Service

Roughly one third of Ontario’s municipal roads network is in poor to very poor condition, and facing a \$30 Billion funding shortfall over the next 10 years. LAS offers a better way to assess your roads network through an automated pavement inspection and management service.

The Roads Assessment Service includes:

- Advanced mobile sensing and road condition data gathering
- Data handling, processing, algorithms and analysis
- Customizable data analysis software and visualization in a secure web-based GIS application
- Pavement management engine for repair and maintenance decision making

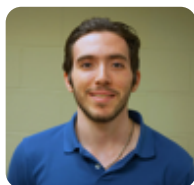
## Project Team



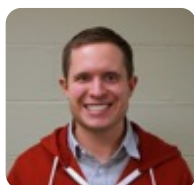
**Michelle Hjort, Director of Business Development- Canada** – Michelle has extensive experience in working with municipalities to coordinate infrastructure and asset management initiatives providing project management support and liaising between operations and municipal stakeholders. She is skilled at providing effective communication with and between staff, councils and citizens to understand new technologies and to quantify the benefits and value of the project. Her experience includes working with over sixty Ontario Municipalities to complete their LED street light conversions.



**Scott MacIntosh, Chief Technology Officer**- As the CTO at StreetScan, Scott works with engineers & researchers developing new capabilities and products for StreetScan's Pavement Inspection & Management Solution. He received his M.S. in Physics from Portland State University in 2003. During that time he worked as a Graduate Research Assistant at Los Alamos National Laboratory developing acoustic based systems for non-destructive testing. Over the last 14 years, Scott has worked on various multi-sensor platforms with a particular emphasis on radar based systems used for imaging and detection.



**Salar (Sal) Shahini Shamsabadi, Data Scientist & GIS Developer** – As a Data Scientist & GIS Developer at StreetScan, Sal works on integrating and leveraging information from large geospatial datasets for developing pavement management, sensor fusion & life-cycle cost analysis models. He received his B.S. in Geomatics Engineering from the University of Tehran in 2012 & his M.S. in Civil Engineering in 2014 from Northeastern University where he developed StreetScan's GIS web application for pavement monitoring & management. Sal has received multiple awards over the last few years (Best Innovation Award at RISE, Best Paper Award at SAGEEP, Dean's Scholarship Award at Northeastern Uni.), which encouraged him to pursue his passion for using data driven methods to support better decision making.



**Roy Apostle, Operations Manager** –Roy Apostle received his B.S. in Environmental Science with a minor in International Affairs from Northeastern University in 2015. Prior to joining StreetScan, he provided GIS, surveying & environmental services to the U.S. Geological Survey, GEI Consultants, Massachusetts Water Resources Authority & Philmont Scout Ranch. His research interests include LiDAR, hydrology & GIS for public transit planning.

# Scope of Work (See appendix for further details)

## STEP 1: DATA COLLECTION



## STEP 2: DATA PROCESSING

PAVEMENT  
CONDITION



SIDEWALK  
CONDITION



### OPTIONAL ASSET EXTRACTION



Traffic Lights



Pavement  
Markings



Environmental Data  
(Air Quality)



Trees



Street  
Furniture



Utility Assets



Traffic Signage

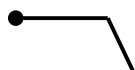


360 Imagery

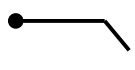
## STEP 3: PAVEMENT, SIDEWALK & ASSET MANAGEMENT SOFTWARE



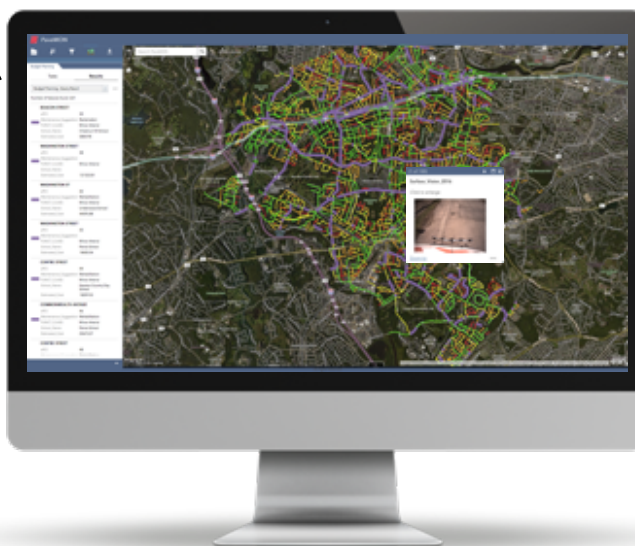
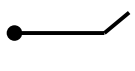
WEB-BASED APP



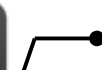
ADVANCED  
ANALYTICS



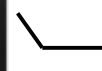
UNLIMITED USERS



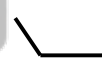
USER FRIENDLY  
DASHBOARD



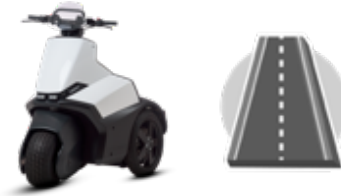
CLOUD HOSTED  
DATA



ESRI BASED



## Pricing Overview – Sidewalk Management



Data Collection & Processing	Unit Cost	Cost
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ScanCart Data Collection	\$115	\$4,600
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Sidewalk Management Plan	Fixed	\$500
Setup & Travel Cost	Fixed	\$500
<b>Data Collection &amp; Processing Total</b>		<b>\$8,400</b>
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Annual Software License (Sidewalk Module)	Fixed	\$750
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Sidewalk Facing Imagery	\$8	\$320
<b>Software &amp; Imagery Total</b>		<b>\$1,470</b>
<b>Total</b>		
<b>Total Sidewalk Management Costs</b>		<b>\$9,870</b>
<b>Existing Client Discount</b>	<b>25%</b>	<b>(\$2,468)</b>
<b>Cost Net Discount</b>		<b>\$7,403</b>



## Sidewalk Inspection Service

StreetScan scans the Municipalities sidewalk using a stroller-based collection system. The system is equipped with multi-view imaging cameras which are used to capture video of the sidewalks & surrounding area. A high precision INS (inertial navigation system) enabled GPS system is used to provide accurate position location. After data is collected, QC technicians evaluate the video data back in the office to extract surface distresses which are then used to create a sidewalk condition rating (0-10 scale)

StreetScan Measures the following distresses by reviewing video data collected in the field:

- Uplifts
- Surface Deterioration
- Bumps/Depressions/Surface Distortions
- Cracking

The features evaluated within a 4' interval and rated in severity from 1-3 (minimal, medium, severe)

Attributes	Description
Sidewalk Rating	0-10 Rating Scale by sidewalk segment
ADA Ramps	Location of each Ramp as a GIS layer
Segment Length	Length in feet for each segment
Severe Features	GIS layer of all severe features
Feature Statistics	Failure statistics types & severity per sidewalk segment

**The Corporation of the City of Temiskaming Shores**

**By-law No. 2018-091**

**Being a by-law to authorize a Temporary Land Use Agreement  
with Union Gas to allow maintenance operations at the  
Browning Street Union Gas Border Station**

**Whereas** under Section 8 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, the powers of a municipality shall be interpreted broadly to enable it to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues;

**And whereas** under Section 9 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

**And whereas** under Section 10 (1) of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, a single-tier municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

**And whereas** Council considered Administrative Report No. CS-017-2018 at the June 5, 2018 Regular Council meeting and directed staff to prepare the necessary by-law to enter into a Temporary Land Use Agreement with Union Gas to allow maintenance at the Browning Street Union Gas Border Station for consideration at the June 5, 2018 Regular Council meeting;

**Now therefore** the Council of The Corporation of the City of Temiskaming Shores hereby enacts the following as a by-law:

1. That the Mayor and Clerk be authorized to execute a Temporary Land Use Agreement with Union Gas to maintenance at the Browning Street Union Gas Border Station, a copy of which is attached hereto as Schedule "A" and forms part of this by-law;
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

**Read a first, second and third time and finally passed** this 5<sup>th</sup>, day of June, 2018.

---

Mayor – Carman Kidd

---

Clerk – David B. Treen





Schedule "A" to

**By-law No. 2018-091**

Temporary Land Use Agreement between

**The Corporation of the City of Temiskaming Shores**

and

**Union Gas Limited**

for the Browning Street Union Gas Border Station

## TEMPORARY LAND USE AGREEMENT

(hereinafter called the "Agreement")

Between **CITY OF TEMISKAMING SHORES**  
(hereinafter called the "Owner")

and

**UNION GAS LIMITED**  
(hereinafter called the "Company")

In consideration of the sum of ~~Five Hundred~~ **XX/100 Dollars (\$500.00)**, payable by the Company to the Owner within thirty (30) days of signing of this Agreement in accordance with the Compensation labelled as **Appendix "A"** hereto.

the Owner of **PIN: 61353-0004(LT)**

**Legal Description: PCL 3859 SEC SST; PT LT 11 CON 3 BUCKE AS IN LT49943; TEMISKAMING SHORES ; DISTRICT OF TIMISKAMING** labelled as **Appendix "B"** hereto, hereby grants to the Company, its servants, agents, employees, contractors and sub-contractors and those engaged in its and their business, the right on foot and/or with vehicles, supplies, machinery and equipment at any time and from time to time during the term of this Agreement to enter upon, use and occupy a parcel of land (hereinafter called the "Lands") more particularly described on the Sketch attached hereto labelled as Appendix "C" and forming part of this Agreement, the Lands being immediately adjacent to and abutting the Easement for any purpose incidental to, or that the Company may require in conjunction with, the construction by or on behalf of the Company of a proposed NPS gas pipeline and appurtenances on the Lands including, without limiting the generality of the foregoing, the right to make temporary openings in any fence (if applicable) along or across the Lands and to remove any other object therein or thereon interfering with the free and full enjoyment of the right hereby granted and further including the right of surveying and placing, storing, levelling and removing earth, dirt, fill, stone, debris of all kinds, pipe, supplies, equipment, vehicles and machinery and of movement of vehicles, machinery and equipment of all kinds.

1. This Agreement is granted upon the following understandings:

- a) The rights hereby granted terminate on the 31st day of December, 2019.
- b) The Company shall make to the person entitled thereto due compensation for any damages resulting from the exercise of the right hereby granted and if the compensation is not agreed upon it shall be determined in the manner prescribed by Section 100 of The Ontario Energy Board Act, R.S.O. 1998 S.O. 1998, c.15 Schedule B, as amended or any Act passed in amendment thereof or substitution there for;
- c) As soon as reasonably possible after the construction, the Company at its own expense will level the Lands, remove all debris therefrom and in all respects, restore the Lands to their former state so far as is reasonably possible, save and except for items in respect of which compensation is due under paragraph (b) and the Company will also restore any gates and fences interfered with around, (*if applicable*) the Lands as closely and as reasonably possible to the condition in which they existed immediately prior to such interference by the Company.
- d) It is further agreed that the Company shall assume all liability and obligations for any and all loss, damage or injury, (including death) to persons or property that would not have happened but for this Agreement or anything done or maintained by the Company hereunder or intended so to be and the Company shall at all times indemnify and save harmless the Owner from and against all such loss, damage or injury and all actions, suits, proceedings, costs, charges, damages, expenses, claims or demands arising therefrom or connected therewith provided that the Company shall not be liable under the Clause to the extent to which such loss, damage or injury is caused or contributed to by the gross negligence or wilful misconduct of the Owner.

The Company and the Owner agree to perform the covenants on its part herein contained.

Dated this \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

**CITY OF TEMISKAMING SHORES**

\_\_\_\_\_  
Signature (Owner)

\_\_\_\_\_  
Print Name(s) (and position held if applicable)  
I have authority to bind the Corporation.

\_\_\_\_\_  
325 Farr Drive, PO Box 2050, Haileybury, ON P0J 1K0  
Address (Owner)

\_\_\_\_\_  
Signature (Owner)

\_\_\_\_\_  
Print Name(s) (and position held if applicable)  
I have authority to bind the Corporation.

\_\_\_\_\_  
325 Farr Drive, PO Box 2050, Haileybury, ON P0J 1K0  
Address (Owner)

**UNION GAS LIMITED**

\_\_\_\_\_  
Signature (Company)

\_\_\_\_\_  
Merv Weishar, Project Manager Transmission  
Name & Title (Union Gas Limited)

\_\_\_\_\_  
I have authority to bind the Corporation.

\_\_\_\_\_  
519-436-4673  
Telephone Number (Union Gas Limited)

**Additional Information: (if applicable):**

Property Address: Main Street, Haileybury, ON

HST Registration Number:

**APPENDIX "A"**

**COMPENSATION – TEMPORARY LAND USE**

<b>AGRICULTURAL LANDS:</b>									
<b>On Easement Activities -</b>									
One Time Crop Loss Payment Per Acre									
Note: Disturbed crop area will be measured following maintenance clean-up activities. (Damage payment will be based upon the actual disturbed crop area.)									
									\$
<b>Off Easement Activities -</b>									
Base fee of \$1,000 per acre and First Year Crop Loss per acre.									
									\$
									Sub Total
									\$
<b>EXPLANATION OF CROP LOSS PAYMENTS</b>									
One-Time Crop Loss Payment Per Acre									
First Year Crop Loss @ 100%		\$	960.00						
Second Year Crop Loss @ 75%		\$	720.00						
Third Year Crop Loss @ 50%		\$	480.00						
Sub total		\$	2,160.00						
One-Time Crop Loss is based upon a gross annual average return of \$960.00/acre, with the value determined taking into account a three year crop rotation of wheat, soya beans & corn. NOTE: Specialty crops will be assessed independently									
Allowance for additional fertilizer; stone picking; disturbance and Inconvenience		\$	425.00						
Total One-Time Crop Loss Payment Per Acre		\$	2,465.00						
<b>NON-AGRICULTURAL LANDS:</b>									
<b>On Easement Activities</b> - Area will be returned to its pre-existing condition as reasonably possible. Damages only									
									\$ -
<b>Off Easement Activities</b> - Access, Temporary Land Use Base fee of \$1,000 per month x term									
									Sub Total
									\$ -
									Total Payment Due
Owner Acceptance									
Date:									
Site Specific Comments/Notes:									

N/A

APPENDIX "B"

LEGAL DESCRIPTION



61353-0004 (LT)

LAND REGISTRY OFFICE #54



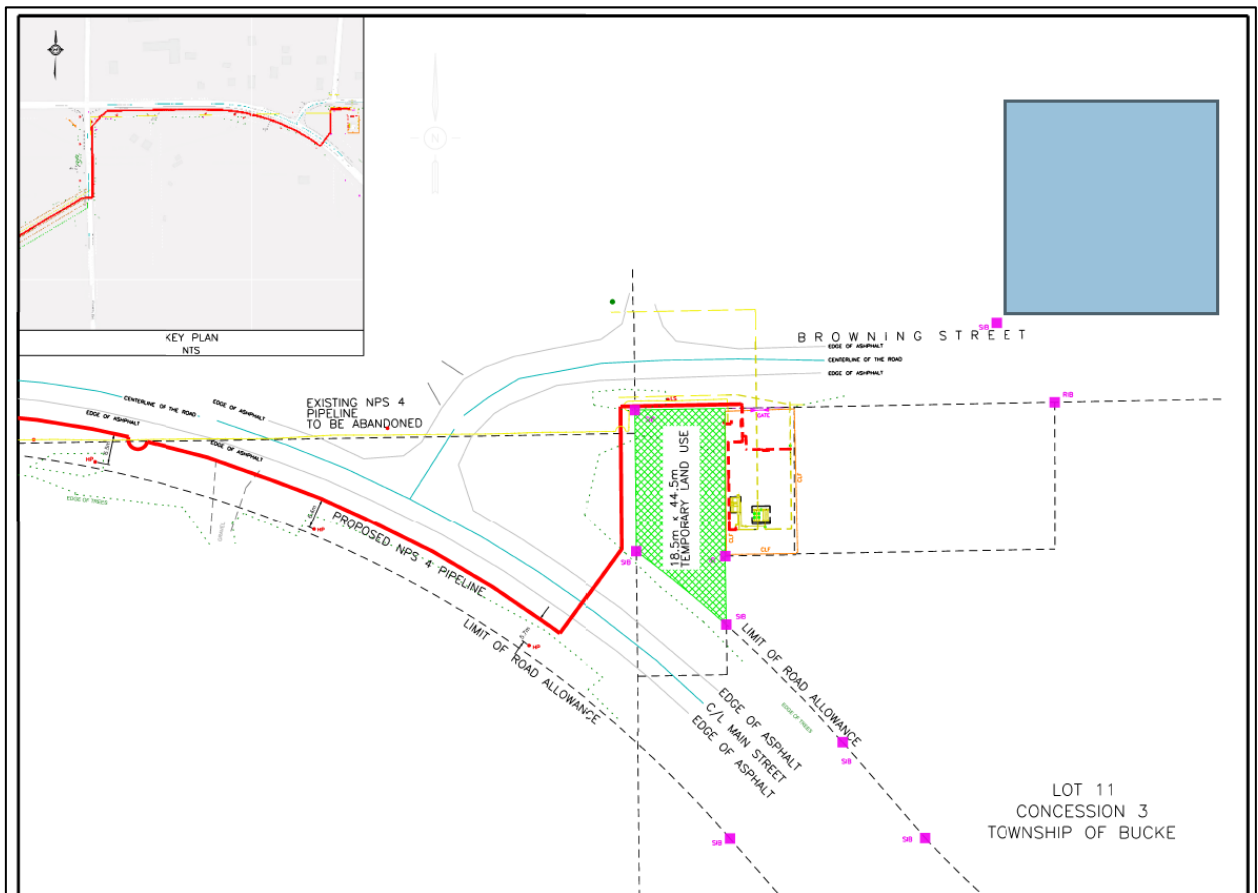
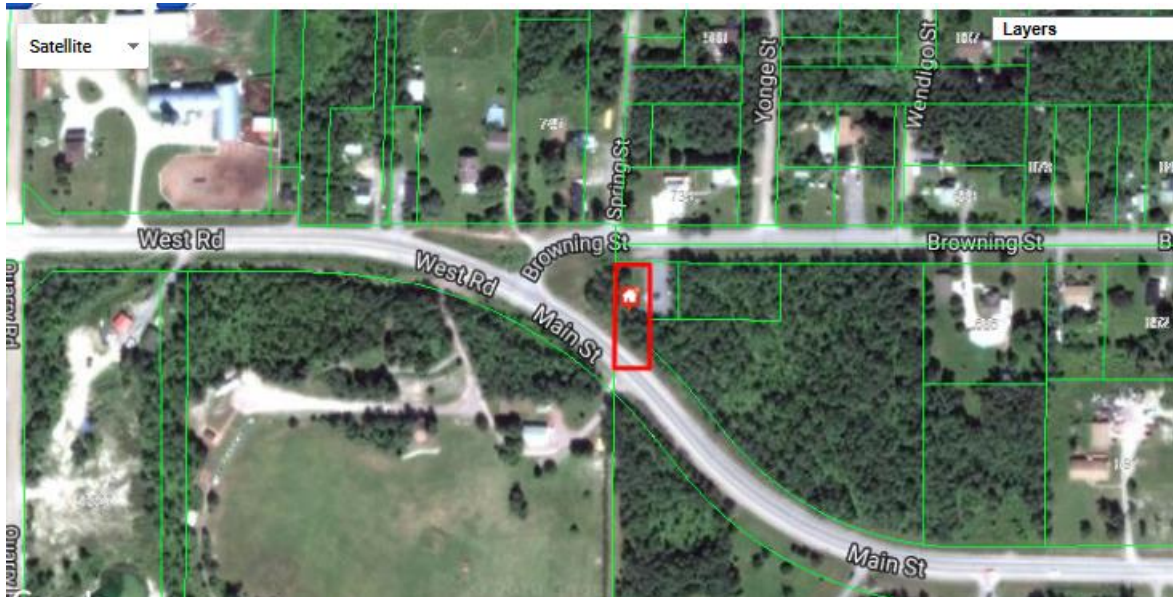
PROPERTY DESCRIPTION: PCL 3859 SEC 8ST; PT LT 11 CON 3 BUCKE AS IN LT49943; TENISKAWING SHORES ; DISTRICT OF TIMISKAMING  
 \* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT \* SUBJECT TO RESERVATIONS IN CROWN GRANT \*

PROPERTY REMARKS:  
 RECENTLY:  
 ESTATE/QUALIFIER:  
 FEE SIMPLE ABSOLUTE  
 FIRST CONVERSION FROM BOOK  
 PIN CREATION DATE:  
 2005/01/24

OWNERS' NAMES  
 THE CORPORATION OF THE TOWN OF HALLEYSBURY  
 CAPACITY SHARE  
 BENO

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
TER160	1964/07/07	PLAN REFERENCE				C
LT248503	1987/12/15	NOTICE		THE CORPORATION OF THE TOWN OF HALLEYSBURY		C
REMARKS: FORFEITURE						

APPENDIX "C"  
PROPERTY SKETCH



**The Corporation of the City of Temiskaming Shores**

**By-law No. 2018-092**

**Being a by-law to amend By-law No. 2010-102, as amended, being a by-law for the Licensing, Regulating and Governing of Owners and Drivers of Taxicabs within the City of Temiskaming Shores – Increase to Taxi Fares**

**Whereas** under Section 8 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, the powers of a municipality shall be interpreted broadly to enable it to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues;

**And whereas** under Section 9 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

**And whereas** under Section 10 (1) of the Municipal Act, 2001, S.O. 2001, c.25, as amended, a single-tier municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

**And Whereas** Section 151 of the *Municipal Act, S.O., 2001, c.25*, provides a municipality with the authority to pass by-laws for the licensing, regulating and governing of any business wholly or partly carried on within the municipality;

**And whereas** Council adopted By-law No. 2010-102 to license, regulate and govern owners and drivers of Taxicabs in the City of Temiskaming Shores;

**And whereas** Council considered Administrative Report No. CS-018-2018 at the June 5, 2018 Regular Council meeting and directed staff to prepare the necessary by-law to amend By-law No. 2010-102 modifying the fares for consideration at the June 5, 2018 Regular Council meeting;

**Now therefore** the Council of The Corporation of the Temiskaming Shores enacts as follows:

1. That Appendix "2" to Schedule "A" to By-law No. 2010-102 be removed and replaced with Schedule "A" to this by-law, a copy of which is hereto attached.
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

**Read a first, second and third time and finally** passed this 5<sup>th</sup>, day of June, 2018.

---

Mayor – Carman Kidd

---

Clerk – David B. Treen



### **Taxicab Tarrifs**

1. Maximum initial charge of \$4.00 with a minimum end trip charge of \$5.50;
2. Maximum additional charge of \$2.25 per kilometer;
3. For each period of waiting requested by a passenger they shall be charged a maximum amount to be computed by meter of \$75.00 per hour or \$1.25 per minute;
4. Special cartage charge of \$0.25 per parcel, to a maximum of three parcels. If the total number of parcels exceeds three, the charge shall be \$2.00 per parcel;
5. Minimum pick-up and delivery charge of \$10.00 for item(s) picked up by the driver for a customer.

**The Corporation of the City of Temiskaming Shores**

**By-law No. 2018-093**

**Being a by-law to authorize a Lease Agreement with Jacob Laforest for the operation of the Temiskaming Shores Waterfront Mini-Putt for the period of January 1, 2018 to December 31, 2022**

**Whereas** under Section 8 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, the powers of a municipality shall be interpreted broadly to enable it to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues;

**Whereas** under Section 8 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, the powers of a municipality shall be interpreted broadly to enable it to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues;

**And whereas** under Section 9 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

**And whereas** under Section 10 (1) of the Municipal Act, 2001, S.O. 2001, c.25, as amended, a single-tier municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

**And whereas** Council considered Administrative Report No. CS-020-2018 at the June 5, 2018 Regular Council meeting and directed staff to prepare the necessary by-law to authorize a lease agreement to Jacob Laforest for the operation of the Temiskaming Shores Waterfront Mini-Putt for consideration at the June 5, 2018 Regular Council meeting;

**Now therefore** the Council of The Corporation of the City of Temiskaming Shores hereby enacts the following as a by-law:

1. That the Mayor and Clerk be authorized to enter into a Lease Agreement with Jacob Laforest for the operation of the Temiskaming Shores Waterfront Mini-Putt for the period covering January 1, 2018 to December 31, 2022;
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

**Read a first, second and third time and finally passed this 5<sup>th</sup> day of June, 2018.**

---

Mayor – Carman Kidd

---

Clerk – David B. Treen

This Lease Agreement made on the 5<sup>th</sup> day of June, 2018.

Between:

**The Corporation of the City of Temiskaming Shores**  
(the "Landlord")

And:

**Jacob Laforest**  
(the "Tenant")

**Whereas** the Landlord is the owner of the subject lands in the City of Temiskaming Shores, in the District of Temiskaming;

**And whereas**, the lands upon which the Tenant's premises are situated are as illustrated in Appendix 02 (the "lands");

**1. Premises**

**Now this agreement witnesses** that in consideration of the rents reserved and the covenants and agreements herein contained on the part of the Tenant, the Landlord hereby leases to the Tenant the area known as the "New Liskeard Waterfront Mini Putt" (the "Mini Putt") in the City of Temiskaming Shores;

**2. The Landlord grants**

- (a) The Tenant and his guests permission to use the washrooms at the adjacent Kiwanis Spur Line Building (the "Kiwanis Building").
- (b) The Tenant and his guests permission to use the parking lots in the area known as the Spur Line;
- (c) The Tenant permission to use the storage room in the Kiwanis Building to store a lawnmower; and
- (d) The Tenant permission to use water from the Kiwanis Building.

**3. Term**

This Agreement shall remain in effect for the period commencing on the 1<sup>st</sup> day of January, 2018 and ending the 31<sup>st</sup> day of December, 2022.

**4. Rent**

Rental shall be at the rate of \$3,512.03 per annum, payable in equal monthly installments, plus HST, payable in advance on the 1st day of each month, commencing on the 1st day of January, 2018 for the lease of the land known as "the Mini Putt".

## 5. Renewal

At the end of this term, at the option of the Landlord, the agreement may be renewed for a further five (5) year period, subject to the same terms and conditions of this agreement.

## 6. Rent Adjustment

The parties agree that rent payable for “the Mini Putt”, hereunder shall be adjusted after the first year of the term, and thereafter annually, in relation to the changes in the Consumer Price Index in accordance with the provisions more specifically set out in Appendix 01 to a maximum of 5% per annum.

## 7. Tenant’s Covenants

The Tenant hereby covenants with the Landlord as follows:

- (a) to pay the rent hereby reserved in the manner and on the days specified herein;
- (b) to use the said land for a Mini Putt and related uses only and not to permit them to be used for any other purpose whatsoever without prior written approval of the landlord;
- (c) not to sublease the “Mini Putt” or any part thereof without the prior consent of the Landlord and such consent will not be unreasonably withheld by the Landlord;
- (d) not to make any alterations or additions to the “Mini Putt” without the prior consent of the Landlord, and to keep the said “Mini Putt” in good repair.
- (e) to permit the Landlord and his agents at all reasonable times to enter and view the state of repair of the “Mini Putt” and promptly to repair and maintain them in accordance with any notice so given by the Landlord or his agents;
- (f) to pay Hydro Charges as they become due; and
- (g) to provide General Liability Insurance for coverage of all areas under this lease in the joint names of the tenant and the City of Temiskaming Shores with the limits of not less than (\$2,000,000) **two million dollars (Canadian)**, inclusive per occurrence for bodily injury, death or damage for property including loss of use thereof, with property deductible of five hundred dollars (\$500). Proof of insurance must be supplied to the Landlord prior to occupying the facilities and thereafter to provide proof of insurance on each anniversary of the date of occupation; and, to provide proof of insurance forthwith upon request by the City at any time.
- (h) to maintain the washroom facilities in a clean and orderly manner daily; and
- (i) to operate the “Mini Putt” at least for the period from May 14 to Labour Day in each year on a daily basis.

## 8. Default Conditions

Should the Tenant fail to perform or observe any of the covenants, agreements, or

conditions and provisions contained in this lease, and such failure continues for, or shall not be remedied within 30 days next after the giving of written notice to the Tenant by the Landlord, it shall be lawful for the Landlord to enter upon the lands or any part thereof, and, at the option of the Landlord, terminate this lease.

## **9. Landlord’s Covenants**

The Landlord hereby covenants with the Tenant as follows:

- (a) to permit the Tenant so long as he pays the rent reserved herein and complies with his covenants, to use the said land without interference from the Landlord;
- (b) to supply toilet tissue and cleaning supplies for the washrooms in the Kiwanis Building as necessary; and
- (c) to pay all present and future rates and taxes in respect of the said land other than those covenanted to be paid by the Tenant.

## **10. Provisos**

Provided always and it is hereby agreed as follows:

- (a) The Landlord may terminate this lease and re-enter the said land:
  - (i) if any installment of rent or any part thereof is in arrears for thirty (30) days provided that the Landlord has provided at least fifteen (15) days written notice of its intent;
  - (ii) at the end of the term of this agreement the tenant may remove any fixture or improvement provided by him upon the land;
  - (iii) at the end of term of this agreement and where a new agreement has not been entered into the tenant may continue to occupy the land on a month to month basis under the same terms as were previously agreed to, unless the Landlord gives notice to vacate in writing to the tenant. Such notice shall be a minimum of sixty (60) days;
  - (iv) if the Tenant shall be adjudicated bankrupt or judged to be insolvent, or if a receiver or trustees of the Tenant’s property be appointed if the Tenant shall file a Petition in Bankruptcy or Insolvency, or if an execution or attachment shall be issued against the Tenant or any of the Tenant’s property whereby the “Mini Putt” or any part thereof may be taken or occupied by someone other than the Tenant; and
  - (v) this agreement may not be modified or amended except by an instrument in writing and signed by the parties hereto or by their successors or assigns.
- (b) Notwithstanding the other conditions above, this lease may be terminated for any reason by the Tenant, by giving sixty (60) days prior written notice or cash in lieu of written notice.
- (c) The Landlord may re-enter and secure the said land to prohibit entry by the public

immediately in the event of a lapse of insurance coverage as required under this agreement.

- (d) This agreement shall be binding upon the parties hereto, their heirs, executors, successors and assigns.

**Remainder of Page left Blank Intentionally**

In witness whereof the parties have executed this Agreement the day and year first above written.

Signed and Sealed in )  
the presence of )

**Jacob Laforest**

\_\_\_\_\_  
Owner – Jacob Laforest

\_\_\_\_\_  
Witness - Signature

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Municipal Seal )

**Corporation of the City of  
Temiskaming Shores**

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Clerk – David B. Treen



## **Appendix 01**

### **Rent Adjustment**

It is agreed that the rent payable hereunder may be increased annually.

The increase to the rent shall be determined with reference to the increase in the Consumer Price Index published by Statistics Canada for the Province of Ontario.

Rent shall be increased by the same percentages the CPI increases over the CPI applicable to the date of the commencement of the term hereunder.

If the CPI should decrease during any annual period, there shall be no adjustment to the rent previously established in accordance.

Should the CPI be no longer published by Statistics Canada or be calculated or published on a basis that differs from that currently applicable, then the amount of increase in the rent, if any, shall be determined by agreement between the parties, or in default of agreement, by arbitration in accordance with the terms of the lease.



**The Corporation of the City of Temiskaming Shores**  
**By-law No. 2018-094**  
**Being a by-law to establish the Council Remuneration**  
**for the City of Temiskaming Shores**

**Whereas** under Section 8 of the Municipal Act, 2001, S.O., 2001, c.25, as amended, a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

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

**And whereas** under Section 283(1) of the Municipal Act, 2001, S.O., 2001, c.25, as amended, a municipality may pay any part of the remuneration and expenses of the members of any local board of the municipality and of the officers and employees of the local board;

**And whereas** Council considered Administrative Report No. CS-021-2018 at the June 5, 2018 Regular Council meeting and directed staff to prepare the necessary by-law to set the remuneration Rates for members of Council at \$30,500 annually for the Mayor and \$14,000 for a Councillor to commence January 1, 2019 for consideration at the June 5, 2018 Regular Council meeting;

**Now therefore** the Council of the City of Temiskaming Shores hereby enacts as follows:

1. That compensation for the Mayor of the City of Temiskaming Shores be fixed at \$30,500 commencing January 1, 2019 and that compensation for each council member of the City of Temiskaming Shores be fixed at \$14,000 per annum commencing January 1, 2019;
2. That By-law No. 2004-013 be repealed as of January 1, 2019.

**Read a first, second and third time and finally passed** this 5<sup>th</sup> day of June, 2018.

---

Mayor – Carman Kidd

---

Clerk – David B. Treen

**The Corporation of the City of Temiskaming Shores**

**By-law No. 2018-095**

**Being a by-law to designate any plan of subdivision, or part thereof, that has been registered for eight years or more, which shall be deemed as not a registered plan of subdivision 646 Lakeshore Road South  
– Roll No. 54-18-030-001-032.00**

**Whereas** Section 50(4) of the Planning Act, R.S.P. 1990, c.P.13, as amended authorizes the Council of a municipality to designate by by-law, a plan of subdivision, or any part thereof, that has been registered for eight (8) years or more, which shall be deemed not to be a registered plan of subdivision for the purposes of subdivision control;

**And whereas** the property owner has requested that the following properties be merged on title: Lot 5 and Part of Lot 6, Plan M-54 N.B.; Parcel 7186 SST;

**Now therefore** the Council of the Corporation of the City of Temiskaming Shores enacts as follows:

1. That the lands hereinafter described shall be deemed not to be a lot or block on a Registered Plan of Subdivision for the purposes of Section 50(4) of the Planning Act R.S.O. 1990, c.P.13, as amended and as generally illustrated on Schedule "A" attached hereto and forming part of this by-law.
2. That the lands are described as:
  - a) Parcel 7186 SST, Plan M-54 N.B., Lot 5;
  - b) Parcel 7186 SST, Plan M-54 N.B., Part of Lot 6;
3. That in accordance with Section 50(28) of the Planning Act, R.S.O. 1990, c.P.13, as amended, a certified copy or duplicate of this by-law shall be registered by the Clerk of the Corporation of the City of Temiskaming Shores at the Land Registry Office in Haileybury, Ontario.
4. That in accordance with Section 50(29) of the Planning Act, R.S.O. 1990, c.P.13, as amended, Council shall give notice of the passing of the by-law within 30 days of the passing to the owner of land to which the by-law applies.
5. That in accordance with Section 50(30) of the Planning Act R.S.O. 1990, c.P.13, as amended, Council shall hear in person or by an agent any person to whom a notice was sent, who within twenty days of the mailing of the notice gives notice to the Clerk of The Corporation of the City of Temiskaming Shores that the person desires to make representations respecting the amendment or repeal of the by-law.
6. That the Mayor and Clerk are authorized to sign all necessary documents in connection with this by-law.

7. That this by-law shall not be effective until a certified copy or duplicate of this by-law is registered by the Clerk of The Corporation of the City of Temiskaming Shores at the Land Registry Office in Haileybury, Ontario.
8. That the passing of this by-law shall be subject to the provisions of the Planning Act.
9. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the By-law and schedule as may be deemed necessary after the passage of this By-law, where such modifications or corrections do not alter the intent of the By-law.

**Read a first, second and third time and finally passed** this 5<sup>th</sup> day of June, 2018.

---

Mayor – Carman Kidd

---

Clerk – David B. Treen

Schedule “A”

City of Temiskaming Shores



646 Lakeshore Road South

**The Corporation of the City of Temiskaming Shores**

**By-law No. 2018-096**

**Being a by-law to enter into an agreement with the  
Treehouse for the operation of the Rotary Farr Park and  
the Haileybury Beach Concessions for the 2018 season**

**Whereas** under Section 8 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, the powers of a municipality shall be interpreted broadly to enable it to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues;

**And whereas** under Section 9 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

**And whereas** under Section 10 (1) of the Municipal Act, 2001, S.O. 2001, c.25, as amended, a single-tier municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

**And whereas** Council considered Memo No. 005-2018-RS at the June 5, 2018 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an agreement with the Treehouse for the operation of the Rotary Farr Park and Haileybury Beach Concessions for the 2018 season for consideration at the June 5, 2018 Regular Council meeting;

**And whereas** the Council of the City of Temiskaming Shores deems it expedient to enter into an agreement for the operation of the Rotary Farr Park and Haileybury Beach Concessions;

**Now therefore** the Council of the City of Temiskaming Shores enacts as follows:

1. That the council of The Corporation of the City of Temiskaming Shores agrees to enter into an agreement with the Treehouse for the operation of the Rotary Farr Park and the Haileybury Beach Concessions; a copy of which is attached hereto as Schedule "A" and forms part of this by-law;
2. That the Mayor and the Deputy Clerk are hereby authorized to sign and seal said agreement on behalf of The Corporation of the City of Temiskaming Shores.
3. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantical 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, second and third time and finally passed** this 5<sup>th</sup> day of June, 2018.

---

Mayor – Carman Kidd

---

Deputy Clerk – Christopher W. Oslund



This agreement made in duplicate this 5<sup>th</sup> day of June, 2018.

Between:

**City of Temiskaming Shores**  
(Hereinafter called the "City")

And:

**Treehouse**  
(Hereinafter called the "Tenant")

**Whereas** the City is the owner of the lands in the City of Temiskaming Shores, in the District of Temiskaming as described herein;

**And whereas** the parties hereto have agreed to enter into this Lease.

### **1. Leased premises**

The City hereby demises and leases to the Tenant part of the City's Building known as the Rotary Farr Park and the Haileybury Beach Concessions containing a rentable area for concession operations in the City of Temiskaming Shores, Ontario being hereinafter called the "premises".

### **2. Term**

**To hold** the premises for a term commencing **May 1<sup>st</sup>, 2018** to **September 15<sup>th</sup>, 2018**.

### **3. Rent**

The Tenant shall pay the City Three Hundred and Fifty dollars (\$350) plus applicable taxes for the operation of the Rotary Farr Park Concession and Five Hundred dollars (\$500) plus applicable taxes for the operation of the Haileybury Beach Concession for the term of this agreement.

### **4. Renewal**

The Tenant, upon the satisfaction of the City, shall have the right to renew the agreement under the same conditions and provisions contained herein.

The City reserves the right to seek proposals or renegotiate the conditions and provisions for the lease of the premises if it is felt in the best interest of the City to do so.

### **5. Business Services**

The Tenant, as a minimum, is required to be opened during regularly scheduled soccer (Rotary Farr Park) and daily from 12 noon to 6 pm (Haileybury Beach). It is understood that inclement weather may prevent the opening of a concession.

## 6. Healthy Eating at Recreation Settings (HERS)

The Operator shall supports the promotion of affordable healthy options at municipal facilities by committing to the Healthy Eating at Recreations Settings (HERS) program as outlined in Appendix 01 attached herein.

## 7. Tenant’s Covenants

- a) **Rent** – to pay rent;
- b) **Insurance** - To provide General Liability Insurance for coverage of all areas under this lease in the joint names of the Tenant and the City of Temiskaming Shores with the limits of not less than (\$1,000,000) **one million dollars (Canadian)**, inclusive per occurrence for bodily injury, death or damage for property including loss of use thereof, with property deductible of five hundred dollars (\$500). Proof of insurance must be supplied to the City prior to occupying the facilities and thereafter to provide proof of insurance on each anniversary of the date of occupation; and, to provide proof of insurance forthwith upon request by the City at any time.
- c) **Repair** - to repair, reasonable wear and tear and damage by fire, lightning and tempest only excepted; and to permit the City to enter and view the state of repair and to repair according to notice in writing, reasonable wear and tear and damage by fire, lightning and tempest only excepted; and to leave the premises in good repair, reasonable wear and tear and damage by fire, lightning and tempest only excepted;
- d) **Cost of repair where Tenant at fault** - that if the building including the premises, boilers, engines, pipes and other apparatus (or any of them) used for the purpose of heating or air conditioning the building, or if the water pipes, drainage pipes, electric lighting or other equipment of the building or the roof or outside walls of the building get out of repair or become damaged or destroyed through the negligence, carelessness or misuse of the Tenant, his servants, agents, employees or anyone permitted by him to be in the building (or through him or them in any way stopping up or injuring the heating apparatus, water pipes, drainage pipes, or other equipment or part of the building) the expense of any necessary repairs, replacements or alterations shall be paid by the Tenant to the City forthwith on demand;
- e) **Assigning or subletting** - not to assign, sublet or part with possession of any part of the premises without leave of the City, which leave shall not be unreasonably withheld, and which leave shall not be required in the event of a sublease to add any personnel to the group comprising the Tenant or to a management corporation which may be incorporated by the Tenant;
- f) **Entry by City** - to permit the City or its agents to enter upon the premises at any time and from time to time for the purpose of inspecting and making repairs, alterations or improvements to the premises or to the building, and the Tenant shall not be entitled to compensation for any inconvenience, nuisance, or discomfort

occasioned thereby; provided that the City shall give reasonable advance notice to avoid inconvenience to the Tenant, given the private and confidential nature of the profession of the Tenant;

- g) Indemnity** - to indemnify and save harmless the City against and from any and all claims by or on behalf of any person or persons, firm or firms, or corporation or corporations arising from the conduct or any work, by or through any act of negligence of the Tenant or any assignee, subtenant, agent, contractor, servants, employee or licensee of the Tenant;
- h) Alterations** - not to make or erect in or to the premises any installation, alteration, addition, or partition without submitting plans and specifications to the Tenant and obtaining the Tenant's prior written consent (in each instance); such work shall if the Tenant so elects, be performed by employees of or contractors designated by the Tenant; in the absence of such election, such work may be performed with the Tenant's consent in writing (given prior to letting of contract) by contractors engaged by the City but in each case only under written contract approved in writing by the Tenant and subject to all conditions which the Tenant may impose; the City shall submit to the Tenant or the City's contractors (as the case may be), when due the costs of all such work and of all materials, labour and services involved therein and of all decoration and all changes in the building, its equipment or services, necessitated thereby; provided, that it is at this time understood by the Tenant that certain equipment is to be installed and to be placed at convenient places as designated by the City;
- i) Use of Building** - the Tenant shall not allow the building and/or property to be used for any purpose other than to carry on the business of a Concession Stand.

## 8. City's Covenants

The City covenants with the Tenant;

- a) Quiet enjoyment** - for the quiet enjoyment;
- b) Taxes** - to pay all taxes and rates, municipal, parliamentary or otherwise, levied against the premises or the Tenant on account thereof;
- c) Electricity and water** - to pay for the electricity and water supplied to the premises;
- d) Refuse Collection** – The City **shall not** provide any additional refuse or recycling receptacles or collection specific to this operation;
- e) Structural soundness** - to keep the premises, common areas and parking lot structurally sound and to look after any structural defects which may arise.

## 9. Provisos

Provided always and it is hereby agreed as follows:

- a) **Fire** - In case of damage to the premises by fire, lightning or tempest, rent shall cease until the premises are rebuilt. The City may at its option terminate this lease on giving written notice to the Tenant.
- b) **Damage to property** - The Tenant shall not be liable nor responsible in any way for any loss of or damage or injury to any property belonging to the City or to the employees of the City or to any other person while in the building or in the yard of the building unless such loss, damage or injury shall be caused by the negligence of the Tenant or its employees, servants or agents for any damage to any such property caused by steam, water, rain or snow which may leak into, issue or flow from any part of the building or from the water, steam or drainage of the building or from any other place or quarter nor for any damage caused by or attributable to the condition or arrangement of any electric or other wiring omitted by any other City;
- c) **Right of termination by the City** - The lease may be terminated for any valid operational reason;
- d) **Right of termination by the Tenant** - the Tenant, in addition to all other rights, shall have the right to terminate this lease forthwith by leaving upon the premises notice in writing of its intention, and thereupon rent and any other payments for which the City is liable under this lease shall be computed, apportioned and paid in full to the date of such termination, and the Tenant shall immediately deliver up possession of the Premises to the City, and the City may re-enter and take possession of the premises;

## 10. Headings

The headings in this lease have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this lease or any provisions hereof.

**Remainder of this page left blank intentionally**

Signed and Sealed in )  
the presence of )

**Treehouse**

\_\_\_\_\_  
Owner/Operator – David B. Treen

\_\_\_\_\_  
Owner/Operator – Barbara E. Treen

Municipal Seal )

**Corporation of the City of  
Temiskaming Shores**

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Clerk – David B. Treen

## Healthy Eating at Recreation Settings

The City of Temiskaming Shores supports the promotion of affordable healthy options at municipal facilities, the Concession Operator is required to commit to the following:

- Fruit smoothies and fresh fruit are mandatory menu items and must be available at all times when the concessions are open. The Haileybury beach concession must also have at least 1 healthy grilled sandwich available at all times, and the other 2 concessions must have at least 1 grilled sandwich available on tournament weekends.
- Commit to have bottled water available at all times and consider option of 100% fruit juice in smaller bottles, as well as milk.
- Fruit smoothies and healthy grilled sandwiches must be prepared following the recipes provided/approved by the Timiskaming Health Unit Registered (THU) Dietitians. Preparing fruit smoothies with fruit juice and/or flavored syrup is not permitted.
- If Vending Machines are included in the lease agreement the Concession Operators must commit to include at least 20% (1 healthy option for every 4 other options available) of healthy items in the vending machines. A list of healthy options from the THU will be provided. If in doubt about what other healthy options can be included in the vending machines please contact the Registered Dietitians at the Timiskaming Health Unit.
- Prices for healthy options to be the same or lower than the prices for similar menu options.
- Freggie Fuel branded materials must be used by concession operators to promote the healthy options available at all times. This includes: a posted menu board for healthy choices, a sandwich menu board, a large Freggie cut-out and Freggie Fuel stickers for both smoothie cups and fresh fruit pieces. If in need for more materials (such as stickers) contact the Timiskaming Health Unit. The Proponent to include other branded materials suggested and provided by the City of Temiskaming Shores.
- The City of Temiskaming Shores may plan and implement ongoing promotional initiatives to encourage patrons’ consumption/purchase of the healthy options available. These initiatives will be at no-cost to the operators.
- Additional healthy items – Adding other healthy options to the menu is encouraged by the City of Temiskaming Shores. Those healthy items must follow these general healthy eating guidelines: high in vitamins & minerals, whole grains and fiber **and** low in sodium, added sugars, trans and saturated fat. Any new proposed healthy items to be submitted to the Timiskaming Health Unit for approval.
- Concession operators are required to keep track of the sales for the healthy options and provide the City of Temiskaming Shores with this information on a monthly basis for the 2018-2019 season. A tracking sheet will be provided.
- The City of Temiskaming Shores reserves the right to modify the HERS requirement.

**The Corporation of the City of Temiskaming Shores**  
**By-law No. 2018-097**  
**Being a by-law to designate the City of Temiskaming**  
**Shores as a Site Plan Control Area**

**Whereas** Section 41 of the Planning Act, R.S.O. 1990, c.P.13, as amended, permits the Council of a municipality to designate the whole or any part of the municipality as a site plan control area provided provisions are included in the Official Plan;

**And whereas** Section 15.15 of the City of Temiskaming Shores Official Plan designates all lands within the City as a Site Plan Control Area;

**And whereas** Section 41 of the Planning Act provides that no person shall undertake any development in an area designated under a by-law passed under that section without first having received approval;

**And whereas** Section 41 of the Planning Act provides that the Council of a municipality may define any class or classes of development that may be undertaken without the approval of plans and drawings otherwise required;

**And whereas** Council considered Administrative Report CGP-014-2018 at the June 5, 2018 Regular Council meeting and directed staff to submit the by-law, being a by-law to designate the City of Temiskaming Shores as a site plan control area for consideration at the June 5, 2018 Regular Council meeting;

**And whereas** it is deemed desirable to designate site plan control areas in the City of Temiskaming Shores;

**Now therefore** the Council of the Corporation of the City of Temiskaming Shores enacts the following as a by-law:

1. That the Site Plan Control By-law, attached hereto as "Schedule A" and forming part of this by-law, be hereby approved;
2. That Township of Dymond By-law No. 2013-143 and all amendments thereto, Town of New Liskeard By-law No. 2218 and all amendments thereto, and Town of Haileybury By-law No. 1994-036 and all amendments thereto, are repealed in their entirety;
3. That the passing of this by-law shall be subject to the provisions of the *Planning Act*.
4. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the By-law and schedule as may be deemed necessary after the passage of this By-law, where such modifications or corrections do not alter the intent of the By-law.

**Read a first, second and third time and finally passed** this 5<sup>th</sup> day of June, 2018.

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Mayor – Carman Kidd

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Clerk – David B. Treen



## Site Plan Control Policies

### 1. Definitions

In this By-law, unless a contrary intention appears:

- 1.1 **City** means the Corporation of the City of Temiskaming Shores
- 1.2 **Council** means the Council of Corporation of the City of Temiskaming Shores
- 1.3 **Development** means:
  - a) The construction, erection or placing of one or more buildings or structures on land; or
  - b) The making of an addition or alteration to a building or structure that has the effect of substantially increasing the size or usability thereof; or
  - c) The laying out and establishment of a commercial parking lot or of sites for the location of three or more trailers or of sites for the location of three or more mobile homes; or
  - d) Sites for the construction, erection or location of three or more land lease community homes;
  - e) Includes "redevelopment" meaning the removal in whole or in part of one or more buildings or structures from land and the construction, erection or placing of one or more buildings or structures thereon;
  - f) Shall not include the placement of a portable classroom on a school site of a district school board in the school site was in existence on January 1, 2007.

### 2. Site Plan Control Area Designation

- 2.1 The entire area within the boundaries of the City of Temiskaming Shores is hereby designated as a Site Plan Control Area.
- 2.2 The approval of plans and drawings in accordance with Section 4 herein is required before development is undertaken, unless an exemption is provided in Section 3 herein.

### 3. Exemptions

Notwithstanding Section 2, the following types of development may be undertaken without the approvals required herein:

- 3.1 Residential buildings containing fewer than 4 units, unless:
  - a) the property is located within a registered plan of subdivision that is subject to a subdivision agreement wherein site plan control is a requirement for

- development;
- b) site plan control is required as a condition of approval of an application under the Planning Act;
  - c) the property abuts a lake, waterbody, or natural environment area;
- 3.2 Agricultural and farm-related buildings, building additions, building alterations or structures that are utilized in farming operations except:
- a) agriculture-related uses;
  - b) on-farm diversified uses;
  - c) marijuana production facilities as defined in the City of Temiskaming Shores Zoning By-law
- 3.3 An addition or alteration to a building or structure provided that:
- a) The alteration is contained within the existing building or structure;
  - b) The addition or alteration does not increase the parking requirement, or where the addition or alteration increases the parking requirement the additional spaces are accommodated within the existing parking facilities on the site;
  - c) The addition or alteration will not negatively impact natural environment areas, municipal services, drainage, or access to municipal or Provincial roadways;
- 3.4 A home occupation as defined in the City of Temiskaming Shores Zoning By-law;
- 3.5 Reconstruction of buildings or structures destroyed or damaged by fire, explosion, flood, or other similar cause, provided that:
- a) The reconstructed building or structure is used for the same purpose as the former building or structure;
  - b) If the gross floor area of the reconstructed building or structure exceeds that of the former building or structure, the general layout of the parking area and site remain largely the same;
  - c) If the location of the reconstructed building or structure is not the same as the former building or structure, the general layout of the parking area and site remain largely the same;
  - d) The property is not located within the Flood Hazard Constraint Area overlay as identified in the City of Temiskaming Shores Zoning By-law and is not below the 181.7 CGD elevation
- 3.6 Accessory buildings or structures provided that the accessory building is not normally accessible to the public and the location does not interfere with

vehicular and/or pedestrian circulation within the site.

- 3.7 Development on a site that is largely developed, provided the proposed development will not result in a significant increase in traffic or impact vehicular and/or pedestrian circulation within the site or on lands directly adjacent to the site.
- 3.8 Any other development for which, in the qualified opinion of the City's Planner, a Site Plan Control Agreement would be unnecessary because the development would not negatively impact natural environment areas, cultural heritage features, municipal services, drainage, or access to municipal or provincial roadways, or has existing access to municipal or provincial roadways, or where the development would not substantially increase the usability of the land, building or structure.

#### **4. Drawings**

No person shall undertake any development that is subject to the requirements herein unless Council has approved one or both of the following:

- 4.1 Plans showing the location of all buildings and structures to be erected and showing the location of all facilities and works to be provided in conjunction therewith, and of all facilities and works required under Section 5 herein;
- 4.2 Drawings showing plan, elevation and cross-section views for each building to be erected, sufficient to display:
  - a) The massing and conceptual design of the proposed building;
  - b) The relationship of the proposed building to adjacent buildings, streets, and exterior areas to which members of the public have access;
  - c) The provision of interior walkways, stairs, elevators and escalators to which members of the public have access from streets, open spaces and interior walkways in adjacent buildings;
  - d) Matters relating to exterior design, including without limitation the character, scale, appearance and design features of buildings, and their sustainable design, but only to the extent that it is a matter of exterior design, if an official plan and a by-law passed under subsection (2) that both contain provisions relating to such matters are in effect in the municipality;
  - e) The sustainable design elements on any adjoining highway under a municipality's jurisdiction, including without limitation trees, shrubs, hedges, plantings or other ground cover, permeable paving materials, street furniture, curb ramps, waste and recycling containers and bicycle parking facilities, if an official plan and a by-law passed under subsection (2) that both contain provisions relating to such matters are in effect in the municipality; and
  - f) Facilities designed to have regard for accessibility for persons with disabilities.

## **5. Approval of Plans and Drawing**

As a condition to the approval of the plans and drawings referred to in Section 4 herein, the City may require the owner of the land to:

- 5.1 Provide to the satisfaction of, and at no expense to the City any or all of the following:
  - a) Subject to the Public Transportation and Highways Improvement Act, facilities to provide access to and from the land such as access ramps and curbs and traffic direction signs;
  - b) Off-street vehicular loading and parking facilities, either covered or uncovered, access driveways, including driveways for emergency vehicles, and the surfacing of such areas and driveways,
  - c) Walkways and walkway ramps, including the surfacing thereof, and all other means of pedestrian access;
  - d) Facilities designed to have regard for accessibility for persons with disabilities;
  - e) Facilities for the lighting, including floodlighting, of the land or of any buildings or structures thereon;
  - f) Walls, fences, hedges, trees, shrubs or other groundcover or facilities for the landscaping of the lands or the protection of adjoining lands;
  - g) Vaults, central storage and collection areas and other facilities and enclosures for the storage of garbage and other waste material;
  - h) Easements conveyed to the municipality for the construction, maintenance or improvement of watercourses, ditches, land drainage works, sanitary sewage facilities and other public utilities of the municipality or local board thereof on the land;
  - i) Grading or alteration in elevation or contour of the land and provision for the disposal of storm, surface and waste water from the land and from any buildings or structures thereon;
- 5.2 Maintain to the satisfaction of the municipality and at the sole risk and expense of the owner any or all of the facilities or works mentioned in paragraphs ii. through ix. of clause (a), including the removal of snow from access ramps and driveways, parking and loading areas and walkways;
- 5.3 Enter into one or more agreements with the municipality dealing with and ensuring the provisions of any or all of the facilities, works or matters mentioned in clause (a) and the maintenance thereof as mentioned in clause (b) or with the provision and approval of the plans and drawings referred to in Section 4.

## **6. Accessibility Advisory Committee**

- 6.1 The Temiskaming Shores Accessibility Advisory Committee may select site

plans and drawings to review, or may review all applications for Site Plan Control.

- a) Notwithstanding clause a. above, review by the Accessibility Advisory Committee is not required for minor site plans as defined herein.

## **7. Delegation of Site Plan Approval**

7.1 The powers and authority given to Council under Section 41 of the Planning Act are hereby delegated to the Planner for the following types of development:

- a) Residential buildings containing fewer than four units, where required under Section 3;
- b) Home industries as defined in the City of Temiskaming Shores Zoning By-law, provided the home industry complies with the requirements of the City of Temiskaming Shores Zoning By-law;
- c) Minor amendments to approved site plans, including the removal of buildings or structures or portions thereof, or the relocation of buildings or structures, existing or proposed, that comply with the requirements of the City of Temiskaming Shores Zoning By-law and do not substantially impact the site plan as originally approved;

7.2 In the event that the applicant or a member of the public is dissatisfied with any condition or requested modification of a site plan recommended by the Planner, that individual may request, in writing, referral of the site plan to Council. Upon receipt of such referral, staff shall prepare a report for Council's consideration with respect to the referral.

7.3 Any development approved under this Section is considered a minor site plan and is subject to the requirements of Section 11 of this by-law.

## **8. Execution of Agreement**

After approval of an application has been granted by Council or the Planner, as the case may be, the Mayor and Clerk are hereby authorized to sign and execute the site plan agreement and any documents which may be required to implement the conditions of approval.

## **9. Registration of Agreement**

9.1 Any site plan agreement entered into under Section 41 of the Planning Act, and amendments to existing site plan agreements, shall be registered on title against the land to which it applies.

9.2 The cost of the registration of the site plan agreement shall be borne by the applicant.

## **10. Site Plan Securities**

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- 10.1 To ensure development proceeds as per the approved plans and drawings the applicant is required to submit Site Plan Securities ("securities") to the City.
- a) Site plan securities shall be provided in the form of an irrevocable standby letter of credit, certified cheque, or cash.
  - b) An irrevocable standby letter of credit must arranged be such that draws can be made by the City if necessary, in accordance with the terms and conditions of the site plan agreement.
  - c) Site plan securities must be submitted to the City prior to the issuance of a building permit for the approved development.
- 10.2 If the applicant fails to meet the obligations set out in the executed site plan agreement the City is authorized to complete any required works utilizing the securities deposited with the City. If the securities are not sufficient to cover the cost of the required works the outstanding balance will be added to the tax roll of the property and will be collected in the same manner as taxes.
- 10.3 Security shall be required in the following amounts:
- a) On-site works – 10% of the Site Plan Works Cost Estimate for the on-site works
  - b) Off-site works – 100% of the Site Plan Works Cost Estimate for the off-site works
- 10.4 Site Plan Works Cost Estimates
- a) Cost estimates must be submitted as part of the complete application for site plan control.
  - b) Cost estimates must be prepared and signed by a Professional Engineer licensed to practice in Ontario (P.Eng) ("engineer").
  - c) Cost estimates must be itemized and the estimated cost of each item shown. The chart attached as Appendix "A" is a sample and is meant to show the types of items that should be included in the site plan works cost estimates for both on-site and off-site works. Additional items not included in the chart should be provided as necessary and the estimates may be submitted in an alternate format provided it has been approved by the City.
- 10.5 Release of Securities:
- a) Upon completion of the work required in the approved site plan agreement, the applicant shall provide the City with a certificate from the applicant's engineer verifying that the development has proceeded, and all services, works, and facilities have been installed in accordance with the approved plans and specifications.
  - b) Where the applicant's engineer determines that the development has not

proceeded and/or any or all services, works and facilities have not been installed in accordance with the approved plans and specifications, then the applicant's engineer shall submit an as-built site plan as well as a "red-lined" version of the approved site plan indicating the differences between the approved site plan and the as-built situation.

- c) Upon completion of all works and services required in the approved site plan agreement to the satisfaction of the City, and in accordance with the requirements of clauses i. and ii. above, the City shall return the securities to the registered owner of the property at the time of the release of securities or to any individual or corporation as may be directed in writing by the registered owner of the property.
- d) The City will only consider the release or partial release of securities during those times of the year when the weather permits staff to complete a site visit to verify certain aspects of the development. Release or partial release of securities will not be considered where snow or other factors restrict or prevent staff from viewing any features of the site.
- e) Prior to the release of any securities the applicant must provide proof that the executed site plan agreement has been registered on title to the property.

#### 10.6 Partial Release of Securities:

- a) The City may permit the partial release of securities upon request from the applicant at the City's sole discretion. If the City agrees to release a portion of the securities the amount released will be based on the remaining work to be completed.
- b) Prior to the partial release of securities the applicant must provide the City with written confirmation from the consulting engineer that certain site works have been completed as per the approved site plan and agreement, as well as a list of the remaining items and the estimated cost to complete the work.

### 11. Minor Site Plans

11.1 Notwithstanding any provisions herein to the contrary, the following are the applicable requirements for minor site plans as identified in Section 7 of this by-law:

- a) Plans and drawings must be submitted showing the location of the building on the property, the location of the parking areas, storage areas (if applicable), existing and proposed grading of the property (if applicable), and any additional items located on the property.
- b) The site plan agreement will be retained by the City. Registration of the agreement on title to the property is not required.
- c) Site plan works cost estimates are not required for minor site plans.
- d) Site plan security in the amount of \$250.00 is required to be submitted prior to the issuance of a building permit for the development.

## **12. Penalties**

Every person who contravenes a provisions of this By-law, and if the person is a corporation every director or officer of the corporation who knowingly concurs in the contravention, is guilty of an offence and on conviction is liable to the fines established under Section 67 of the Planning Act.



### Site Plan Securities Cost Estimates

#### 1. On-Site Works

Item	Quantity	Unit	Unit Rate	Total
Watermains and appurtenances				
Sanitary sewers and services				
Storm sewers and appurtenances including stormwater management facilities				
Site preparation and grading				
Base course asphalt and curbs				
Electrical service and transformation				
Surface course asphalt				
Walkways				
Landscaping and planting				
Fencing				
Outdoor lighting				
Other (specify)				
Total on-site:				

#### 2. Off-Site Works (on City-owned lands incl. road allowances)

Item	Quantity	Unit	Unit Rate	Total
Water distribution system				
Sanitary sewer collection system				
Storm sewer system				
Site preparation and grading				
Base course asphalt and curb/curb and gutter				
Surface course asphalt				
Sidewalks/walkways				
Grading and sodding/planting of boulevards				
Other (specify)				
Total off-site:				

The information provided is based on projected costs by:

\_\_\_\_\_  
P. Eng – Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner/ Developer – Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## **The Corporation of the City of Temiskaming Shores**

### **By-law No. 2018-081**

#### **Being a by-law to regulate Property Standards for property within the municipality**

**Whereas** under Section 8 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, the powers of a municipality shall be interpreted broadly to enable it to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues;

**And whereas** under Section 9 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

**And whereas** under Section 10 (1) of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, a single-tier municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

**And whereas** under Section 10 (2) 5 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, provides that a municipality may pass by-laws with respect to matters of economic, social and environmental well-being of the municipality, including respecting climate change;

**And whereas** under Section 10 (2) 6 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, provides that a municipality may pass by-laws with respect to matters of health, safety and well-being of persons;

**And whereas** under Section 10 (2) 10 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, provides that a municipality may pass by-laws with respect to matters regarding structures, including fences and signs;

**And whereas** under Section 15.1(3) of the Building Code Act, S.O. 1992, c.23, as amended, a by-law may be passed by the Council of a municipality prescribing the standards for the maintenance and occupancy of property within the municipality provided the official plan for the municipality includes provisions relating to property conditions;

**And whereas** the Official Plan(s) in effect within the Corporation of the City of Temiskaming Shores include provisions relating to property conditions;

**And whereas** the Council of The Corporation of the City of Temiskaming Shores is desirous of passing a by-law under Section 15.1(3) of the Building Code Act, S.O. 1992, c.23;

**And whereas** Section 15.5 (3) of the Building Code Act, S.O. 1992, C.23, provides

Council the authority to set a fee for the issuance of a Certificate of Compliance.

**And whereas** Section 15.6 (1) of the Building Code Act, S.O. 1992, c.23, requires that a by-law passed under Section 15.1 of the Building Code Act, S.O. 1992, c.23, shall provide for the establishment of a Property Standards Committee;

**And whereas** Section 391 (1) of the Municipal Act, S.O. 2001, c. 25, as amended provides without limiting sections 9 and 10, those sections authorize a municipality to impose fees or charges on persons for services or activities provided or done by or on behalf of it, for costs payable by it for services or activities provided or done by or on behalf of any other municipality or any local board, and for the use of its property including property under its control;

**And whereas** Section 391 (3) of the Municipal Act, S.O. 2001, c. 25, as amended provides that the costs included in a fee or charge may include costs incurred by the municipality or local board related to administration and enforcement;

**And whereas** Section 398 (1) of the Municipal Act, S.O. 2001, c. 25, as amended provides that fees and charges imposed by a municipality or local board on a person constitute a debt of that person to the municipality or local board;

**And whereas** Section 398 (2) of the Municipal Act, S.O. 2001, c. 25, as amended provides that the treasurer of a local municipality or of a local board whose area of jurisdiction includes any part of the municipality shall add fees and charges imposed by the municipality, or local board, respectively, to the tax roll and collect them in the same manner as municipal taxes;

**And whereas** Council considered Administrative Report No. CGP-012-2018 at the May 1, 2018 Regular Council meeting and directed staff to prepare the necessary by-law for the adoption of a Property Standards By-law for consideration of Provisional Approval (1<sup>st</sup> and 2<sup>nd</sup> reading) at the May 1, 2018 Regular Council meeting with third and final reading for consideration subsequent to an public meeting;

**And whereas** Council considered Memo No. 002-2018-CGP at the June 5, 2018 Regular Council meeting and directed staff to prepare By-law No. 2018-081 for third and final reading for consideration at the June 5, 2018 Regular Council meeting;

**Now therefore** the Council of The Corporation of the City of Temiskaming Shores hereby enacts the following as a bylaw:

1. That the Council of the City of Temiskaming Shores adopts the "Property Standards", identified as Schedule "A", hereto attached and forming part of this by-law.
2. That the effective date of the by-law shall be the date of adoption.

3. That By-law No. 2007-043 being a by-law for the *Adoption of Standards for the Maintenance and Occupancy of Property within the Municipality* is hereby repealed.
4. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law.

**Read a first and second time** this 1<sup>st</sup> day of May, 2018

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Mayor – Carman Kidd

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Clerk – David B. Treen

**Read a third and final time** this 5<sup>th</sup> day of June, 2018

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Mayor – Carman Kidd

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Clerk – David B. Treen



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## Part 1 – General Provision

### 1.1. Short Title

This By-law shall be cited as the "Property Standards By-law".

### 1.2. Scope

The provisions of this By-law shall apply to all property within the geographic limits of the *City*, except where otherwise provided

### 1.3. Enforcement

This By-law shall be enforced by a *Property Standards Officer*.

### 1.4. Conflicts with other by-law

Where provisions of the By-law conflict with a provision of another by-law in force in the *City*, the provisions that establishes the higher standard in terms of protecting the health, safety and welfare of the general public and the environmental well being of the *municipality*, shall prevail to the extent of the conflict.

## Part 2 - Definitions

Definitions of words and phrases used in this by-law that are not included in the list of definitions in this Part shall have the meanings as defined in the *Building Code Act* and/or Article 1.4.1.2 of Division A of the *Ontario Building Code* where so provided, and otherwise the meanings which are commonly assigned to them in the context in which they are used in this By-law.

The words and phrases defined in this section have the following meaning for the purposes of this By-law:

- 2.1. **Accessory Building** means a detached *building* or structure, not used for human habitation, that is naturally and normally incidental and subordinate to the primary use of the *building* or structure located on the same *property*.
- 2.2. **Apartment Buildings** means a *building* containing two or more *dwelling units* which have interior access to each other or which share a common access to exit, or common exit through an internal or exterior corridor system, lobby or stair and includes all such buildings whether under single ownership or condominium tenure.
- 2.3. **Approved** means approved by the *Property Standards Officer*.
- 2.4. **Barrier-Free** means that a building and its facilities can be approached, entered and used by persons with physical or sensory disabilities.
- 2.5. **Basement** means one or more *storeys* of a *building* located below the *first storey*.

- 2.6. Building** means "building" as defined in the *Building Code Act*.
- 2.7. Building Code Act** means the Building Code Act, S.O. 1992, c.23, as amended.
- 2.8. City** means the City of Temiskaming Shores.
- 2.9. Common Area(s)** means those areas of a *building*, on a *Residential Use Property* that are not located within a *dwelling unit*, which are accessible to and for the use of the occupants of the *building* and or the public, and includes, but is not limited to; interior and exterior stairs, stairways, fire escapes, corridors, hallways, landings, decks, platforms, mezzanines, lobbies, laundry rooms, garbage rooms, exercise rooms, recreational rooms, and *toilet rooms*.
- 2.10. Council** means the *Council* of the *City* of Temiskaming Shores.
- 2.11. Development Lot** means all privately owned *property* located in any zone as prescribed in the Zoning By-law(s) currently in effect in the City of Temiskaming Shores and amendments thereto.
- 2.12. Dwelling Unit** means a *suite* within a *building* on *residential use property* operated as a housekeeping unit, used or intended to be used as a domicile by one or more *persons* and usually contains cooking, eating, living, sleeping, and sanitary facilities.
- 2.13. Exterior Envelope** means those parts of a *building* normally exposed to the elements and the effects of the sun, rain, snow and wind including the walls, roofs, soffits, fascia, gable ends, windows, doors and portions of the foundation located above grade.
- 2.14. First Storey** means the *storey* with its floor closest to grade and having its ceiling more than 1.8 metres (5 ft 11 in) above grade.
- 2.15. Guard** means a protective barrier around openings in a floor, or at the open side or sides of stairs, landings, balconies, mezzanines, galleries, raised walkways, or other locations to prevent accidental falls from one level to another.
- 2.16. Means of Egress** includes exits and access to exits and means a continuous path of travel provided for the escape of *persons* from any point in a *building* or in a contained open space to,
- (a) a separate *building*,
  - (b) an open public thoroughfare, or
  - (c) an exterior open space that is protected from fire exposure from the *building* and that has access to an open public thoroughfare
- 2.17. Non-residential Use Property** means a *property* on which there are no *buildings* or structures that contain a *dwelling unit*, or on which no *buildings* or structures could lawfully be constructed that contain a *dwelling unit*, other than as permitted in *Industrial Zones*,

and includes the lands and premises and *accessory buildings*, structures, fences or erections thereon or therein.

**2.18. Ontario Building Code** means O. Reg 332/12 made under the Building Code Act, S.O. 1992, c.23 and amendments thereto.

**2.19. Owner** shall mean and include:

- (a) the *person* for the time being managing or receiving the rent of the land or premises in connection with which the word is used, whether on the *person's* own account or as agent or trustee of any other *person*, or who would so receive the rent if such land and premise were let, and
- (b) A lessee or occupant of the *property* who, under the terms of a lease, is required to repair and maintain the *property* in accordance with the standards for the maintenance and occupancy of *property*.

**2.20. Officer** means a *Property Standards Officer*.

**2.21. Pesticides Act** means the Pesticides Act, R.S.O. 1990 c. p. 11

**2.22. Person** means an individual, firm or corporation.

**2.23. Property Standards Committee** means the Committee established pursuant to Section 15.6 of the *Building Code Act*.

**2.24. Property Standards Officer** means the *person* or *persons* duly appointed by *Council* as *Property Standards Officer*.

**2.25. Property** means the area of land as further defined in this bylaw as *Residential Use Property*, *Non-Residential Use Property* and/or *Vacant Property*.

**2.26. Residential Use Property** means a *property* on which a *building* is located, or on which a *building* could lawfully be constructed for use as a dwelling unit(s) for one or more persons, but does not include medical or correctional institutions or facilities, and encompasses any lands and *accessory buildings* and all stairways, walkways, driveways, parking spaces, and fences associated with the *building* and its *yard*.

**2.27. Standards** means the minimum standards of the physical condition of a *building* to allow occupancy as prescribed for in this Bylaw.

**2.28. Storey** means the portion of a building,

- (a) that is situated between the top of any floor and the top of the floor next above it, or
- (b) that is situated between the top of the floor and the ceiling above the floor, if there is no floor above it.

**2.29. Suite** means a single room or a series of rooms of complimentary use, operated under a

single tenancy, and includes,

- (a) *dwelling units*,
- (b) individual guest rooms in motels, hotels, boarding and rooming houses and dormitories, and
- (c) individual stores and individual or complimentary rooms for business and personnel services occupancies

**2.30. Temporary Shelter** means a non-permanent commercially prefabricated accessory structure that is designed to provide shelter to a vehicle and is designed to be easily dismantled or removed.

**2.31. Toilet Room** means a room containing a toilet and a wash basin.

**2.32. Undeveloped Property** means land that is not a *Developed Lot*.

**2.33. Vehicle** means an automobile, motor vehicle, all terrain vehicle, bicycle, bus, farm tractor, truck, trailer, traction engine, motorcycle, motorized snow vehicle, road-building machine.

**2.34. Vacant Property** means the area of land situated between the lot lines of a lot, on which there are no *buildings* or structures or portions thereof currently constructed or situated.

**2.35. Yard** means *vacant land on developed lots* and areas of land on *developed lots* between the exterior wall of any *buildings* or structures that are located on the lot, and the lot lines of said lot.

**2.36. Zone(s)** means a designated area of land use as prescribed in the Zoning By-law(s) currently in effect in the City of Temiskaming Shores and amendments thereto.

### Part 3 – General Standards for all Properties

#### 3.1. Workmanship

All repairs and maintenance of *property* shall be carried out with suitable and sufficient materials and in a manner accepted as good workmanship within the trades concerned. All new construction, renovations or repairs shall conform to the *Building Code Act*, the *Ontario Building Code*, the Fire Prevention and Protection Act, and the Ontario Fire Code where applicable.

#### 3.2. Yards

Every *yard* in all *Zones* shall be kept clean and free from:

- 3.2.1. rubbish or debris and objects or conditions that may create a health, fire, or accident hazard;
- 3.2.2. *vehicles* or any part of such vehicle which is in a wrecked, discarded, dismantled, inoperative, unlicensed or abandon condition, with the following exceptions:

- (a) where it is part of an automotive repair establishment use, an automotive sales establishment (new or used) use or a *vehicle* compound use permitted by any zoning by-law;
  - (b) where it is part of any legal non-conforming automotive repair establishment use, automotive sales establishment (new or used) use, *vehicle* compound use or salvage yard use; or
  - (c) where the *vehicle* is operative and can licensed pursuant to the provisions of the Highway Traffic Act, R.S.O. 1990, c.H. 8.
- 3.2.3. dilapidated, collapsed, partially collapsed or partially constructed *buildings* or structures that are not currently under construction or renovation authorized by a permit issued pursuant to the *Building Code Act*.
- 3.2.4. *buildings* or structures which have sustained damage due to flood, fire, or the effects of wind, rain or snow that render the *building* unusable for its normal intended use, that are not under renovation authorized by a permit issued pursuant to the *Building Code Act*.

### **3.3. Surface Conditions Yards**

Surface conditions of *yards* on *developed lots* shall be maintained so as to:

- 3.3.1. prevent ponding of storm water.
- 3.3.2. prevent instability or erosion of soil.
- 3.3.3. prevent surface water run-off from entering *basements*.
- 3.3.4. not exhibit an unsightly appearance in comparison to adjacent property.
- 3.3.5. be kept free of deep ruts and holes.
- 3.3.6. provide for safe passage under normal use and weather conditions, day or night.
- 3.3.7. not to create a nuisance to other property.
- 3.3.8. kept free of injurious insects, termites, rodents, vermin or other pests.

### **3.4. Surface Conditions of Driveways, Parking Areas and Walkways**

- 3.4.1. The surface condition of *yards* on *developed lots* used for vehicular traffic, driveways, parking areas or pedestrian walks shall be of asphalt, concrete, concrete paving stones, compacted stone or gravel and shall be kept in good repair free of dirt and litter so as to afford safe passage under normal use and weather conditions day or night.
- 3.4.2. Accumulations of ice and snow shall be promptly removed from all main entrances

and exits of occupied buildings.

- 3.4.3. Where buildings and property have been designated, designed, constructed or altered for *barrier-free* access, every *barrier-free* path of travel and all barrier-free features and equipment shall be installed in accordance with the Building Code, and shall be maintained in good repair and shall function as designed.

### **3.5. Accessory Building, Fences and Other Structures**

- 3.5.1. *Accessory buildings*, fences and other structures appurtenant to the property shall be maintained in structurally sound condition, good repair and free from accident hazards.
- 3.5.2. *Accessory buildings*, fences, and other structures shall be protected from deterioration by the application of appropriate weather resistant materials including paint or other suitable preservative and shall be of uniform colour unless the aesthetic characteristics of said structure are enhanced by the lack of such material.

### **3.6. Composting**

- 3.6.1. All properties shall be permitted one compost provided that the pile has an area not exceeding 2 square metres (21.5 ft<sup>2</sup>) and a height not exceeding 2 metres (6 ft 6 in), is enclosed on all sides by concrete block or lumber, or is contained in a metal or plastic barrel, a metal frame building with a concrete floor, or a commercial container designed for composting.
- 3.6.2. No animal or human feces shall be deposited into a compost pile.
- 3.6.3. No animal based waste shall be deposited into a compost pile.
- 3.6.4. The location of a compost container/compost piles on a property, shall be such that the compost container/compost piles does not create a nuisance for adjacent property owners.

## **Part 4 – Residential Standard**

### **4.1. General conditions for the exterior envelope and the common areas of residential use property.**

Every *owner* of a *building* on a *residential use property* shall maintain the *exterior envelope* and the *common areas* of the *buildings* located on the property in accordance with this Part.

### **4.2. Pest Prevention**

- 4.2.1. Openings in the *exterior envelope* of *buildings* on *residential use property* that may permit the entry of rodents, insects, vermin or other pests shall be appropriately screened or sealed.

- 4.2.2. *Buildings on residential use property* shall be kept reasonably free of rodents, vermin and insects at all times. Methods used for exterminating such pests shall be in accordance with the provisions of the *Pesticides Act* and all *City* bylaws.

#### 4.3. Structural Soundness

- 4.3.1. *Buildings on residential use property* shall be maintained in a structurally sound condition so as to be capable of withstanding the live and dead loads that it may be exposed to, and the anticipated effects of wind, rain and snow to which it may be exposed. Materials which have been damaged or show evidence of rot or other deterioration shall be repaired or replaced.
- 4.3.2. Foundation walls supporting *buildings on residential use property* shall be maintained so as to prevent the entrance of insects, rodents and excessive moisture. Maintenance includes the shoring of the walls to prevent settling, and the installation of sub soil drains at the footing level, grouting masonry cracks, and the damp proofing and waterproofing of walls and floors where necessary.

#### 4.4. Exterior Envelope

The *exterior envelope of buildings on residential use property*, including siding or cladding, masonry, soffits, fascia, and trim components shall be maintained in good repair, free from loose or improperly secured objects or materials. Paint or other suitable preservatives or coatings must be applied where necessary so as to prevent deterioration due to weather conditions, insects or other hazards.

#### 4.5. Window and Doors

- 4.5.1. Windows, doors, skylights, and *basement* hatchways in the *exterior envelope of buildings on residential use property* shall be maintained in good repair, weather tight and draught free, so as to prevent heat loss and infiltration by the elements. Maintenance includes painting, and the repair or replacement of damaged doors, door frames, window frames and sashes, and the replacement of non-serviceable hardware and re-glazing where necessary. Where screening is provided on windows and doors it shall also be maintained in good repair.
- 4.5.2. Windows and doors in a required *means of egress* shall be equipped with hardware that can be readily opened from the interior without keys, special devices or special knowledge and shall be maintained in operable condition.
- 4.5.3. Doors between the *common areas* of *buildings* and individual *suites* shall be equipped with dead bolt type locking device with a minimum 1 inch bolt throw.
- 4.5.4. Where there is a voice communication unit working in conjunction with a security locking and release system controlling a particular entrance door and installed



between individual *dwelling units* and a secured entrance area, the said system shall be maintained in good working order at all times.

4.5.5. All windows located above the second story in the *exterior envelope* of a *building* on *residential use property* that have a sill height less than 1000 mm (3 ft 3 in) from the adjacent floor level shall be equipped with an *approved* safety device that prevents any part of the window from being opened to a position that would permit the passage of a 100 mm diameter (4 inches) sphere, or the window shall be protected by a *guard* described in Section 4.8 of this by-law.

4.5.6. Notwithstanding Section 4.4.5, where an exterior balcony is constructed the full length of the window and this balcony is equipped with an *approved* guard system, the safety device described in section 4.4.5 need not be installed on the window.

#### **4.6. Roofs**

4.6.1. Roofs and their components on *buildings* on a *residential use property* shall be maintained in a weather tight condition, free from loose or unsecured objects or materials.

4.6.2. Roofs shall be kept clear of accumulations of ice or snow where such accumulations could result in hazard as a result of the ice or snow falling from the roof, or could affect the structural integrity of the *building*.

4.6.3. Where eave troughs or roof gutters are provided, they shall be kept in good repair, free from obstructions and properly secured to the *building*.

#### **4.7. Interior Walls, Ceilings and Floors**

Every wall, ceiling and floor in the *common area* of a *building* on a *residential use property* shall be maintained so as to provide a continuous surface free from excessive holes, cracks, loose coverings or other defects and where any components thereof are broken, rotted, warped, loose, excessively worn, or otherwise deteriorated that component shall be repaired or replaced.

#### **4.8. Interior and Exterior Stairs, Porches, Balconies, Landings, Mezzanines and Fire Escapes**

Every stair, porch, balcony, landing, mezzanine and fire escape located in the *common area* or on the *exterior envelope* of a *building* on a *residential use property* shall be maintained in good repair and where any components thereof are broken, rotted, warped, loose, excessively worn, or otherwise deteriorated that component shall be repaired or replaced.

#### **4.9. Guards**

4.9.1. Roofs shall be kept clear of accumulations of ice or snow where such accumulations could result in hazard as a result of the ice or snow falling from the roof, or could Every open side of a flight of steps, ramp, porch, balcony, landing, mezzanine or fire escape

that is located in the common area or on the exterior envelope of a building on a residential use property, in which there is a difference in elevation of 600 mm (24 inches) or greater to the adjacent surface, or where the adjacent surface within 1.2 m (3ft. 11 in) from the walking surface has a slope of more than 1 in 2, shall be protected by a guard in conformance with the Ontario Building Code.

4.9.2. Notwithstanding Sections 4.9.1 existing guards are acceptable, unless considered unsafe by the Property Standards Officer.

#### **4.10. Handrails**

4.10.1. Every ramp, and stairway with 3 risers or more in the *common area* and *exterior envelope* of a *building* on a *residential use property*, shall have a handrail on at least one side, and where 1.5 metre (59 in) or more in width, shall have handrails on both sides. Handrails shall be constructed in conformance with the Ontario Building Code

4.10.2. Notwithstanding Sections 4.10.1 existing handrails are acceptable, unless considered unsafe by the *Property Standards Officer*.

#### **4.11. Electrical Service**

Every *building* on a *residential use property* that has access to hydro shall be wired for electricity and shall be connected to an approved electrical supply system unless it can be shown that an alternate method of supply is being provided. The electrical wiring, fixtures, switches, receptacles, and appliances located or used in a *building* in a *residential use property* shall be installed and maintained in good working order so as not to cause fire or electrical shock hazards and in conformity with the Ontario Electrical Safety Authority.

#### **4.12. Lighting**

4.12.1. An electrical light fixture shall be installed in *common areas* of *building* on a *residential use property*, including but not limited to storage rooms, service rooms, laundry rooms, service hallways, stairways, recreation rooms and public *toilet rooms*.

4.12.2. Lighting fixtures and appliances installed in *common areas* of *building* on a *residential use property* shall provide an adequate illumination level at the floor or tread level and at angles and intersections and changes of level where there are stairs or ramps.

4.12.3. Notwithstanding Sections 4.12.2 existing lighting fixtures are acceptable, where *approved* by the *Property Standards Officer*.

#### **4.13. Heating, Heating Systems**

4.13.1. The *common area* of a *building* on a *residential use property* located within the interior of the *exterior envelope* shall be provided with a heating system and those areas shall be maintained with a minimum ambient temperature of 18° C (64° F.).

- 4.13.2. Notwithstanding Section 4.13.1, the minimum ambient temperature requirement does not apply to storage rooms, service rooms or recreation rooms.

#### **4.14. Elevating Devices**

Required elevators and other elevating devices including all mechanical and electrical equipment, lighting fixtures, lamps, control buttons, floor indicators, ventilation fans, and emergency communication systems in the *common areas* of a *building* on a *residential use property* shall at all times be in good condition, operational and maintained.

#### **4.15. Disconnected Utilities**

*Owners of residential use property* or any person or persons acting on behalf of such owner shall not disconnect or cause to be disconnected any service or utility supplying heat, electricity, gas, refrigeration or water to the *common area of a building* on an occupied *residential use property*, except for such reasonable period of time as may be necessary for the purpose of repairing, replacing, or otherwise altering said service or utility.

### **Part 5 – Vacant Lands and Buildings**

#### **5.1. Vacant Lands**

*Vacant land* shall be maintained to the standards as described in Part 3 of this By-Law and with the requirements of this Part.

#### **5.2. Vacant Buildings**

- 5.2.1. *Vacant buildings* shall be kept cleared of all garbage, rubbish and debris and shall have all water, electrical and gas services turned off except for those services that are required for the security and maintenance of the property.
- 5.2.2. The owner or agent of a vacant building shall keep the building secure to the satisfaction of the *Property Standards Officer* by covering all openings through which entry may be obtained.

### **Part 6 – Non-Residential Use Property Standards**

#### **6.1. Yards**

- 6.1.1. Yards in *non-residential use property* shall be maintained to the standards as described in Part 3 of this By-Law.
- 6.1.2. The warehousing or storage of material or operative equipment that is required for the continuing operation of the industrial or commercial aspect of the property shall be maintained in a neat and orderly fashion so as not to create a fire or accident hazard, or an unsightly condition. Where conditions are such that a neat and orderly fashion is achieved, however the site is still offensive to view from a location not on

the property, as determined by the *Property Standards Officer*, the offensive area shall be suitably enclosed by a solid wall or a painted board or privacy type fence not less than 1.8 metre (6 ft) in height, and shall be maintained in good repair.

## **6.2. Parking Areas and Driveways**

6.2.1. All areas used for vehicular traffic and parking on a *non-residential use property* shall have a surface covering of asphalt, concrete, compacted stone or gravel sufficient to support the loads it will be subjected to and the covering shall be kept in good repair free of litter. Notwithstanding the foregoing, where a *non-residential use property* abuts a *residential use property*, all areas used for vehicular traffic and parking on the *non-residential use property* located within 30 meters (100 feet) of the *residential use property* shall have a surface covering of asphalt or similar hard surface, or such other measures as required shall be undertaken to eliminate the effects of dust, sand or gravel particles originating on those areas from being displaced onto the adjoining *residential use property* by the effects of wind or rain.

6.2.2. All areas used for vehicular traffic, parking spaces and other similar areas shall be maintained so as to afford safe passage under normal use and weather conditions.

## **6.3. Structural Soundness**

Every part of a *building* or structure on a *non-residential use property* shall be maintained in a sound condition so as to be capable of withstanding the anticipated live and dead loads that it may be exposed to, and the anticipated effects of wind, rain and snow to which it may be exposed under normal use, having a level of safety required by the *Ontario Building Code*. Structural members or materials that have been damaged or indicate evidence of deterioration shall be repaired or replaced.

## **6.4. Exterior Walls**

Exterior walls and their components on a *building* on *non-residential use property*, shall be maintained in good repair free from cracked, broken or loose masonry units, stucco, and other defective cladding or trim and shall be free of unauthorized signs that would require a building permit. Paint or some other suitable preservative or coating must be applied and maintained so as to prevent deterioration due to weather conditions, insects or other damage.

## **6.5. Roofs**

6.5.1. Roofs and their components on *buildings* on *non-residential use property* shall be maintained in a weather tight condition, free from loose or unsecured objects or material and shall be kept clear of accumulations of ice or snow where such accumulation may have a detrimental effect on the structural integrity of the building or where such accumulations otherwise creates a hazard.

6.5.2. Where eaves trough or roof gutters are provided they shall be kept in good repair, free from obstructions and properly secured to the building.

## 6.6. Guards

- 6.6.1. Every open side of a stair, porch, balcony, landing, mezzanine or fire escape that is located on the exterior or interior of a *building* on a *non-residential use property*, and in which there is a difference in elevation of 600 mm (24 inches) or greater to the adjacent surface, or where the adjacent surface within 1.2 m (3ft. 11 in) from the walking surface has a slope of more than 1 in 2, shall be protected by a *guard* constructed to the *standards* as described the Ontario Building Code.
- 6.6.2. Notwithstanding Section 6.6.1, if it can be shown that children will unlikely be present except under strict supervision, guards in a *building* of Industrial Occupancy may be built with openings that will prevent a spherical object having a diameter of 200 mm (7-7/8 inches) from passing through it.
- 6.6.3. Notwithstanding Section 6.6.1, if it can be shown that children will unlikely be present except under strict supervision, guards in a *building* on a *non-residential use property* are not required at loading docks, maintenance pits or at such locations where the presence of the guard would detrimental to the functionality of the business currently operating in the *building*.

## 6.7. Handrails

- 6.7.1. Every ramp, and stairways with 3 risers or more in a *building* on a *non-residential use property*, shall have a handrail on at least one side, and where 1.5 metre (59 inches) or more in width, shall have handrails on both sides. Such handrails shall be constructed to the standards as described in the Ontario Building Code.
- 6.7.2. Notwithstanding Sections 6.7.1 existing handrails are acceptable, unless considered unsafe by the *Property Standards Officer*.

## 6.8. Lighting

- 6.8.1. Every *building* on a *non-residential use property* shall have sufficient windows, skylights, and lighting fixtures necessary for the safety of all persons attending the premises.
- 6.8.2. Notwithstanding Section 6.8.1, interior or exterior lighting on *non-residential use property* shall not be positioned or directed in manner that causes any impairment of use or enjoyment of neighbouring properties or causes a hazard to pedestrian or vehicular traffic on public streets, highways, or pedestrian walkways.

## Part 7 – Interior Residential Property Maintenance

In addition to the standards, obligations and requirements of this by-law, Sections 7.1 through 7.13 shall apply to all residential properties in the municipality.

## **7.1 Security**

- 7.1.1 All operable windows shall have hardware so as to be capable of being locked or otherwise secured from the interior of the space.
- 7.1.2 All exterior doors to a dwelling unit shall have hardware so as to be capable of being locked from the outside, and locked or otherwise secured from the interior of the space.
- 7.1.3 Solid core or equivalent exterior type doors shall be provided for all entrances to dwellings and dwelling units.
- 7.1.4 The owner of a dwelling or multiple dwelling, upon the written request of an occupant of the dwelling units in which children under the age of ten years are occupants, shall subject to Section 7.2.5 below, provide and install a protective device on any window that,
- (a) has a moveable sash, and
  - (b) is more than 2.0 metres (6 feet 3 inches) above adjacent finished ground level.
- 7.1.5 The protective device shall be installed within seven (7) days of the delivery of the written request upon the building owner, the owner's agent or the building's manager or superintendent, unless that such person and the occupant giving notice agree that the protective device is not required on every such window that meets the requirements of Section 7.2.4 above.
- 7.1.6 The protective device shall be installed and secured in such a manner as to prevent opening of the window(s) to any amount greater than 100 millimetres (4 inches).

## **7.2 Water**

- 7.2.1 Every dwelling shall be provided with a supply of potable water from at least one of the following sources:
- (a) Municipal Water System;
  - (b) Communal Water System; or
  - (c) Private Source
- 7.2.2 For the purpose of this by-law, hot water shall be supplied at a temperature of not less than 43<sup>o</sup> Celsius (100<sup>o</sup> Fahrenheit) and not more than 49<sup>o</sup> Celsius (120<sup>o</sup> Fahrenheit) other than for installed dishwashers or clothes washers

## **7.3 Kitchen and Washroom Facilities**

- 7.3.1 Every dwelling unit shall contain plumbing fixtures in operative condition, consisting

of a minimum of:

- (a) one kitchen sink;
- (b) one water closet;
- (c) one hand wash basin; and
- (d) one bathtub or shower

- 7.3.2 The walls to a minimum height of 900 mm (3 feet) above the bathtub rim in every washroom is to be maintained as to be water-resistant and readily cleaned.
- 7.3.3 All washrooms and toilet rooms shall be located within and accessible from within the building.
- 7.3.4 All washrooms and toilet rooms shall be fully enclosed so as to provide privacy for the occupant.
- 7.3.5 A hand wash basin shall be located in the same room as each toilet or in an adjoining washroom except that no sink in a kitchen shall be considered a hand wash basin for the purpose of this Part.
- 7.3.6 Where toilet, kitchen or washroom facilities are shared by the occupants of residential accommodation, an appropriate entrance shall be provided from a common passageway, hallway, corridor or other common space to the room or rooms containing the said facilities. The minimum number of toilets, kitchens or washrooms required shall be in accordance with the Ontario Building Code.
- 7.3.7 Every washroom and every toilet room shall have a permanently installed artificial lighting fixture that shall be maintained in good work order.
- 7.3.8 No toilet or urinal shall be located within a bedroom or kitchen.

#### **7.4 Kitchen Facilities**

- 7.4.1 Every dwelling unit shall be provided with a kitchen.
- 7.4.2 The kitchen provided for in Section 7.4.1 shall:
  - (a) be equipped with a sink that:
    - i) is provided with a potable cold and hot water supply; and
    - ii) is maintained in a state of good repair;
    - iii) has a back splash which is water & grease resistant
  - (b) be equipped with electricity and necessary utility outlets suitable for the operation of a refrigerator and cooking surface;
  - (c) when equipped with a refrigerator, cooking surface, or kitchen fixtures, such

appliances or fixtures shall be maintained in working order;

- (d) has a clear space above any exposed cooking surface of a cooking apparatus of at least 610 mm (24 inches).

## **7.5 Electrical Services**

7.5.1 Where electrical services are available, every suite and dwelling unit shall be:

- (a) connected to an electrical supply system; and
- (b) wired to receive electricity.

7.5.2 An adequate supply of electrical power shall be available in all occupied parts of every dwelling, suite and building.

## **7.6 Ventilation**

In every dwelling unit, all habitable rooms, washrooms and toilet rooms shall have adequate ventilation, either natural or mechanical to maintain a healthy environment.

## **7.7 Garages**

Garages shall be so maintained as to prevent gas fumes and carbon monoxide from entering the area of the dwelling unit.

## **7.8 Egress**

7.8.1 Every dwelling and each dwelling unit contained therein shall have a safe, continuous and unobstructed passage from the interior of the dwelling and the dwelling unit to the outside at street or grade level.

7.8.2 Each dwelling and every building containing more than one dwelling unit shall have at least two (2) exits. A single exit is permitted from a dwelling unit where the path of egress is through an exterior door located at or near ground level and access to such exit is through a room or means of egress that has unrestricted access to the occupants of the dwelling unit.

## **7.9 Elevators**

A building containing one or more dwelling units and more than three storeys in height and which has an elevator or elevators for the use of tenants shall have at least one elevator maintained and operable except for such reasonable time as may be required for repair or replacement.

## **7.10 Pest Control**

7.10.1 Every dwelling, multiple dwelling and dwelling unit shall be kept free of infestation by pest(s).



- 7.10.2 Openings, including windows, that permit the entry of rodents, insects vermin or other pests shall be appropriately screened or sealed.

### **7.11 Interior Structure and Floors**

- 7.11.1 Every structural component in every building, shall be of sound material and adequate for the load to which they are subjected.
- 7.11.2 Every floor shall be level and free of excessive holes and maintained to be safe, such defective floors shall be repaired or replaced.
- 7.11.3 Where floors have been covered with sheet or vinyl floor coverings, or other flooring that has become worn or torn so that may create an unsafe condition, the sheet or other flooring shall be repaired or replaced.
- 7.11.4 Every wall and ceiling shall be maintained in a condition free from excessive holes, open cracks, loose covering or other substantial defects. Walls surrounding showers and bathtubs shall be impervious to water.
- 7.11.5 Where fire resistant walls, doors and/or floors exist between separate dwelling units, they shall be maintained in a condition, which maintains their fire-resistant quality.

### **7.12 Plumbing System**

- 7.12.1 The plumbing system in every building shall be maintained in good working order and free from leaks and defects.
- 7.12.2 All water pipes and appurtenances thereto shall be protected from freezing.
- 7.12.3 All plumbing fixtures shall be connected to a sewage system shall be protected by a P trap.

### **7.13 Heating System**

- 7.13.1 Except for spaces exempted by the Ontario Building Code, a heating system shall be installed in every building or dwelling that is capable of supplying during normal hours of occupancy sufficient heat to maintain a temperature of not less than 22o Celsius (72o Fahrenheit) at the outside design temperature specified in the Ontario Building Code.
- 7.13.2 For the purposes of Section 17.18, heat shall be provided and maintained so that the room temperature at 1.5 metres (5 feet) above floor level and 1 metre (39 inches) from exterior walls in all habitable rooms and in any area intended for use by occupants including washrooms, and laundry rooms but excluding sun rooms, locker rooms and garages, is capable of maintaining 20° Celsius (68° Fahrenheit).

- 7.13.3 A fuel fired heating appliance shall not be located in corridors, hallways or other means of egress.
- 7.13.4 Except in the event of an emergency, no occupied building shall be equipped with portable heating equipment as the primary source of heat.
- 7.13.5 All fuel burning appliances, equipment and accessories to such appliances and equipment, in a dwelling shall be installed and maintained to the standards provided by the applicable legislation.

#### **7.14 Exemption**

- 7.14.1 This by-law does not apply to lands on which construction is actively proceeding in accordance with a permit issued pursuant to the Building Code Act.
- 7.14.2 This by-law does not apply so as to prevent a farm, meeting the definition of "agricultural operation" under the most current version of the Farming and Food Production Protection Act, from performing day to day operations.

#### **7.15 Reporting of Section 7**

- 7.15.1 Any persons reporting inadequate property maintenance standards covered by sections 7.1 through 7.14, must be:
  - (a) A resident of the dwelling unit or property the concern applies to; or
  - (b) an agent acting directly on the behalf of a resident of the dwelling unit
- 7.15.2 Except in the case of immediate life safety concerns, before provisions of Section 7 of this by-law are enforced all issues shall be reported in writing to the property owner or agent, and a reasonable amount of time be given to allow necessary repairs.

### **Part 8 – Administration and Penalty**

#### **8.1 Property Standards Committee**

*Council* shall pass a by-law to provide for the establishment of a *property standards committee*, composed of such *persons*, not fewer than three, as the *council* considers advisable to hold office for such term and on such conditions as the by-law may establish.

#### **8.2 Duty of Property Standards Committee**

The *property standards committee* shall hear appeals.

#### **8.3 Powers of Property Standards Committee**

On an appeal, the property standards committee has all the powers and functions of the *officer*

who made the order and the *property standards committee* may do any of the following things if, in the *property standards committee's* opinion, doing so would maintain the general intent and purpose of the by-law and of the official plan or policy statement:

1. Confirm, modify or rescind the order to demolish or repair.
2. Extend the time for complying with the order.

#### **8.4 Filling of Vacancies**

The *council* shall forthwith fill any vacancy that occurs in the membership of the *property standards committee*.

#### **8.5 Compensation**

The members of the *property standards committee* shall be paid such compensation as the *council* may provide.

#### **8.6 Chair**

The members shall elect a chair from among themselves; when the chair is absent through illness or otherwise, the *property standards committee* may appoint another member as acting chair.

#### **8.7 Quorum**

Where a *property standards committee* is composed of three members, two members constitute a quorum, and where a *property standards committee* is composed of more than three members, three members constitute a quorum.

#### **8.8 Secretary**

The members shall provide for a secretary for the *property standards committee*.

#### **8.9 Duty of Secretary**

The secretary shall keep on file the records of all official business of the *property standards committee*, including records of all applications and minutes of all decisions respecting those applications.

#### **8.10 Rules of Procedure and Oaths**

The *property standards committee* may, subject to subsection 8.11, adopt its own rules of procedure and any member may administer oaths.

#### **8.11 Where Property Standards Committee Required to Give Notice**

The *property standards committee* shall give notice or direct that notice be given of the hearing of an appeal to such *person* as the *property standards committee* considers advisable.

## 8.12 Compliance

- 8.12.1 The *owner* of any *property* that does not conform to the standards as set out in this By-law shall repair and /or maintain said *property* to comply with the standards or the *property* shall be cleared of all *buildings*, structures, debris or refuse and left in a levelled and graded condition.
- 8.12.2 Where any *person* fails to comply with an order issued, the municipality may cause the required work to be done at the cost of the *person*. The cost of such work may be recovered by action, or by adding the cost to the tax roll and collecting it in the same manner as property taxes.

## 8.13 Informal Notice

The form for use as an "INFORMAL NOTICE" shall be on Form PS-A-02 as laid out in Appendix 02 to this Schedule. A fifty dollar (**\$50.00**) administrative fee shall accompany the issuance of an "Informal Notice".

## 8.14 Orders

- 8.14.1 Where an "Informal Notice" has been provided, an "Order to Remedy Violation of Property Standards" issued pursuant to Section 15.2-(2) of the Building Code Act shall be on Form PS-A-03 as laid out in Appendix 03 to this Schedule. A one hundred dollar (**\$100.00**) administrative fee shall accompany the issuance of an "Order to Remedy Violation of Property Standards".
- 8.14.2 Where no "Informal Notice" has been provided an, "Order to Remedy Violation of Property Standards" issued pursuant to Section 15.2-(2) of the Building Code Act shall be on Form PS-A-04 as laid out in Appendix 04 to this Schedule. A one hundred dollar (**\$100.00**) administrative fee shall accompany the issuance of an "Order to Remedy Violation of Property Standards".

## 8.15 Appeal of Order

- 8.15.1 Every person who initiates an appeal of an Order made under section 15.2-(2) of the *Ontario Building Code Act*, S.O. 1992, c23, shall submit a "Notice of Appeal" in the time frame and in the manner as prescribed in section 15.3-(1) of the *Act*. All "Notice of Appeals" shall be accompanied by a non-refundable payment of fifty dollars (**\$50.00**).
- 8.15.2 A "Notice of Appeal to the Property Standards Committee" issued pursuant to Section 15.3-(1) of the *Building Code Act* shall be on Form PS-A-05 as laid out in Appendix 05 to this Schedule.

## 8.16 Certificate of Compliance

- 8.16.1 Where an *Officer* has inspected a *property* and is of the opinion that the *property* is

in compliance with the standards established in this By-law, he may issue a Certificate of Compliance form PS-A-06 to the *owner*.

8.16.2 An *Officer* shall issue a Certificate of Compliance to the *owner* of a property who has requested one, where the *Officer* has inspected the *property* and is of the opinion that the *property* is in compliance with the standards established in this By-law, and the *owner* has paid the fee set by *Council* pursuant to Section 15.5-(3) of the *Building Code Act*.

8.16.3 The fee for issuance of a Certificate of Compliance with the standards established in this By-law shall be One Hundred and Fifty Dollars (**\$150.00**).

### **8.17 Fees for Service / Activity**

Fees associated with this by-law shall be as set out in Appendix 01 to this Schedule.

### **8.18 Penalty**

An *owner* who fails to comply with an order that is final and binding under this By-law is guilty of an offence under section 36(1) of the *Building Code Act*, S.O. 1992, c.23, and is liable to a penalty or penalties as set out in section 36 of that Act.

### **8.19 Validity**

It is declared that notwithstanding that any section or sections of this by-law, or parts thereof, may be found by any court of law to be bad or illegal or beyond the power of the *Council* to enact, such section or sections or parts thereof shall be deemed to be severable and that all sections or parts of this by-law are separate and independent from the other and enacted as such.

**Appendix 01**  
**Service / Activity Fees**

<b>Service or Activity</b>	<b>Fee</b>
<b>Appeal of Order</b> The fee for a notice of appeal shall be:	Fifty Dollars <b>(\$50.00)</b>
<b>Informal Notice</b> Upon receipt of an Informal Notice, the <i>owner</i> who has been served with the Informal Notice, shall pay and administration fee of:	Fifty Dollars <b>(\$50.00)</b>
<b>Order to Remedy Violations</b> Upon receipt of an Order, the <i>owner</i> who has been served with the Order, shall pay and administration fee of:	One Hundred Dollars <b>(\$100.00)</b>
<b>Inspections where <i>owner</i> fails to comply with an Order</b> <i>Owners</i> , who fail to comply with a confirmed Order, shall pay an inspection fee of: for each additional inspection conducted to determine if contraventions observed on an initial inspection have been corrected:	Fifty Dollars per Inspection <b>(\$50.00/inspection)</b>
<b>Certificate of Compliance</b> The fee for issuance of a Certificate of Compliance with the standards established in this By-law by an <i>Officer</i> shall be:	One Hundred and Fifty Dollars <b>(\$150.00).</b>





**Informal Notice**  
Form PS-A-02

Community Growth and Planning  
325 Farr Drive, Haileybury, ON  
P.O. Box 2050, Haileybury, ON P0J 1K0  
(705) 672-3363

Roll No.: 54-18- \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ . \_\_\_\_\_

**Corporation of the City of Temiskaming Shores**

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

*Owner's Name and Address*

*Dear Sir/ Madam:*

**Re:** Description and Location of Property in Violation

Be advised that on **(insert date of inspection)** an inspection of your property, as noted above, revealed certain violations of the Municipality's Property Standards By-law No. 2018-000.

**Schedule "A"**, attached hereto, sets out the work required to remedy such violation and to bring the property into compliance with the By-law. As per Section **7.3 of Schedule "A"** a fifty dollar **(\$50.00)** administrative fee shall accompany the issuance of an Informal Notice.

Be advised that **By-law No. 0000-000** gives the municipality the authority to issue an **Order to Remedy Violation** pursuant to Section 15.2-(2), Ontario Building Code Act, S.O. 1992, c.23. As per Section **7.4.1 of Schedule "A"** a one hundred dollar **(\$100.00)** administrative fee shall accompany the issuance of an **Order to Remedy Violation**.

It is desired that you will comply with this Informal Notice so that the aforementioned procedural step will not be necessary.

A follow-up inspection of this property will take place on or about **(insert date)** to ascertain compliance.

Should you require further information pertaining to this matter please do not hesitate to contact the undersigned during normal business hours.

\_\_\_\_\_  
Property Standards Officer







**Order to Remedy Violation**  
Form PS-A-03

Community Growth and Planning  
325 Farr Drive, Haileybury, ON  
P.O. Box 2050, Haileybury, ON P0J 1K0  
(705) 672-3363

Roll No.: 54-18- \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

**Corporation of the City of Temiskaming Shores**

**Order to Remedy Violation of Property Standards**  
**Pursuant to Section 15.2 of the Ontario Building Code Act, S.O. 1992, c.23**

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

*Owner's Name and Address*

*Dear Sir/ Madam:*

**Re:** Description and Location of Property in Violation

**Whereas** on (*insert date*) you were served with an **Informal Notice** that required you to remedy certain violations of property standards at your property, described above.

And whereas you have failed to remedy the noted violation(s) as set out in **Schedule "A"**, attached hereto and which forms part of this **Order**. As per Section **7.4.1 of Schedule "A"** a one hundred dollar (**\$100.00**) administrative fee shall accompany the issuance of an **Order to Remedy Violation**.

**Therefore, it is hereby charged that** the violation(s) as set out in **Schedule "A"** be remedied and the property brought into a condition of compliance with the prescribed standards as set out in the Property Standards By-law No. 2018-000 on or before (*insert date*).

**Take Notice** that if such violations are not remedied within the time specified in this **Order**, the municipality may correct such violations at the expense of the owner.

Appeal to Property Standards Committee

If an owner or occupant upon whom an order has been served is not satisfied with the terms or conditions of the order, the owner or occupant may appeal to the committee by sending a NOTICE OF APPEAL by registered mail to the Secretary of the committee within fourteen (14) days after service of the order, and, in the event that no appeal is taken, the order shall be deemed to have been confirmed. **All Notices of Appeal shall be accompanied by a non-refundable payment of fifty dollars (\$50.00).**

**Final date for Appeal:** \_\_\_\_\_

\_\_\_\_\_  
Property Standards Officer



**Order to Remedy Violation**  
*Form PS-A-04*

Community Growth and Planning  
325 Farr Drive, Haileybury, ON  
P.O. Box 2050, Haileybury, ON P0J 1K0  
(705) 672-3363

Roll No.: 54-18- \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ . \_\_\_\_\_

**Corporation of the City of Temiskaming Shores**

**Order to Remedy Violation of Property Standards**  
**Pursuant to Section 15.2 of the Ontario Building Code Act, S.O. 1992, c.23**

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

*Owner's Name and Address*

*Dear Sir/ Madam:*

**Re:** Description and Location of Property in Violation

**Be advised** that on ( Date of Inspection ) an inspection of your property, as noted above, revealed certain violations of the Municipality's Property Standards By-law No. \_\_\_\_\_.

The violation(s) are set out in **Schedule "A"**, attached hereto, and forms part of this **Order**. As per Section **7.4.2 of Schedule "A"** a one hundred dollar (**\$100.00**) administrative fee shall accompany the issuance of an **Order to Remedy Violation**.

**It is hereby charged that** the violation(s) as set out in **Schedule "A"** be remedied and the property brought into a condition of compliance with the prescribed standards as set out in the Property Standards By-law No. \_\_\_\_\_ on or before (*Date*)

**Take Notice** that if such violation(s) are not remedied within the time specified in this order, the municipality may correct such violations at the expense of the owner.

Appeal to Property Standards Committee

*If an owner or occupant upon whom an order has been served is not satisfied with the terms or conditions of the order, the owner or occupant may appeal to the committee by sending a NOTICE OF APPEAL by registered mail to the Secretary of the committee within fourteen (14) days after service of the order, and, in the event that no appeal is taken, the order shall be deemed to have been confirmed. All Notices of Appeal shall be accompanied by a non-refundable payment of fifty dollars (\$50.00).*

**Final date for Appeal:** \_\_\_\_\_

\_\_\_\_\_  
*Property Standards Officer*



**Notice of Appeal**  
Form PS-A-05

Community Growth and Planning  
325 Farr Drive, Haileybury, ON  
P.O. Box 2050, Haileybury, ON P0J 1K0  
(705) 672-3363

Roll No.: 54-18- \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ . \_\_\_\_\_

**Corporation of the City of Temiskaming Shores**

**Notice of Appeal to Property Standards Committee**

***Pursuant to Section 15.3-(1) of the Ontario Building Code Act***

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

To the Secretary  
Property Standards Committee  
Corporation of the City of Temiskaming Shores  
P.O. Box 2050  
Haileybury, ON  
P0J 1K0

**RE: Order to Remedy Violation of Property Standards at:**

*Description and Location of Property in Violation:* \_\_\_\_\_

**Take Notice** of the appeal of the undersigned to the Property Standards Committee because of dissatisfaction with the above referenced order to remedy violation of property standards served upon the undersigned.

Name (Owner or Agent): \_\_\_\_\_

Address: \_\_\_\_\_

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

**Appeal to Property Standards Committee**

An owner or occupant who has been served with an order made under *The Building Code Act*, S.O. 1992, Chapter 23, Section 15.2(2) and who is not satisfied with the terms or conditions of the order may appeal to the committee by sending a NOTICE OF APPEAL by registered mail to the Secretary of the committee within fourteen days after service of the order, and, in the event that no appeal is taken, the order shall be deemed to have been confirmed. **All Notices of Appeal shall be accompanied by a non-refundable payment of fifty dollars (\$50.00).**

\_\_\_\_\_  
Signature of Owner or Authorized Agent

**Community Growth and Planning**

Building Department  
325 Farr Drive / P.O. Box 2050  
Haileybury, Ontario  
P0J 1K0



# Certificate of Compliance

(insert Civic Address)

Roll No. 54-18-\_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_.

On \_\_\_\_\_ an inspection was conducted at the above noted property. At the time of the inspection, the property was in compliance with the standards established in The City of Temiskaming Shores Property Standards By-Law No. 2018-000.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Property Standard Officer - Name

**The Corporation of the City of Temiskaming Shores**

**Property Standards Committee**

**Rules of Procedure To Govern the Proceeding of the City of  
Temiskaming Shores *Property Standards Committee***

**Background**

The City has had a Property Standards By-law since 2007. The By-law has continued to evolve and requires every property owner to maintain their property and buildings in good condition.

To enforce the By-law, City Council has approved the hiring of staff to investigate complaints and to require substandard properties to be brought into compliance.

In accordance with the Building Code Act a Property Standards Officer who finds a contravention of the By-law can issue an order to the owner of the property and such other persons affected by it.

An owner or occupant who has been served with an order and who is not satisfied with the terms or conditions of the order may appeal to the Property Standards Committee by sending a NOTICE OF APPEAL by registered mail to the secretary of the Committee within 14 days after being served the order.

An order that is not appealed within the time referred to above shall be deemed to be confirmed. This document is intended to establish rules of procedure for the Property Standards Committee to carry out its duties.

**1. Definitions**

In these rules, unless the context requires otherwise:

- 1.1. **Appellant** means a person appealing an order thereof pursuant to the By-law;
- 1.2. **By-law** means the Property Standards By-law of the City, as amended;
- 1.3. **Chair** means the elected Chair of the Committee;
- 1.4. **City** means the City of Temiskaming Shores;
- 1.5. **Committee** means the City's Property Standards Committee;
- 1.6. **Hearing** means a hearing in any proceeding of the Committee;
- 1.7. **Proceeding** means an oral hearing at which the parties or their counsel or agents attend in person before the Committee;
- 1.8. **Quorum** means where a *property standards committee* is composed of three members, two members constitute a quorum, and where a *property standards committee* is composed of more than three members, three members constitute a quorum; and
- 1.9. **Secretary** means the Secretary for the Committee.

## 2. Interpretation

- 2.1 These rules shall receive such fair and liberal interpretation as will best ensure the most expeditious, just and least expensive determination of every *proceeding* on its merits.
- 2.2 Where matters are not provided for in these rules, the practice shall be determined by the *Committee* hearing the *proceeding*.

## 3. Application

- 3.1 These rules apply to all *proceedings* of the *Committee* in the exercise of its statutory power of decision, as in the Statutory Powers Procedure Act, R.S.O. 1990, c.S22, as amended.
- 3.2 These rules do not apply if a statute or the *By-law* provides for a different procedure to govern proceedings of the *Committee* in the exercise of its statutory powers of decision.

## 4. Failure to Comply

- 4.1 Where a party to a *proceeding* has not complied in full with any rule, the *Committee* may:
- (a) adjourn the proceeding until it is satisfied that such rule or order has been complied with; or
  - (b) take such other steps as it considers just and reasonable.
- 4.2 No proceeding is invalid by reason only of a defect or other irregularity in form.

## 5. Appeal Period

- 5.1 Orders issued by a *Property Standards Officer* pursuant to subsection 15.2(2) and (3) of the Building Code Act may be served on the owner personally or by registered mail. Where service is by registered mail, the service shall be deemed to have been made of the fifth day after the day of mailing unless it can be proven to be later.
- 5.2 The appellant of the order has 14 days after being served the order to send a notice of appeal by registered mail to the *Secretary*.

## 6. Request for Hearing

- 6.1 Where an *appellant* submits a notice of appeal and requests a *hearing* before the *Committee*, the request for a *hearing* shall be by registered mail on the prescribed **Form PS-A-05, Appendix 05 of Schedule "A" of By-law 2012-084**.
- 6.2 When a notice of appeal is received by the *Secretary*, he/she shall confirm that the notice was sent within the allowed appeal period. Late notices are invalid and are disqualified.
- 6.3 The *Secretary* shall set the time and place of a *hearing*.
- 6.4 Once a date has been set for a *hearing*, it may not be adjourned except by notification of the *Secretary*. The reason for adjournment must be reasonable and justified.

6.5 Notice of the *hearing* shall be sent by the *Secretary* in writing to all parties affected by the order at least 14 days in advance of the *hearing*.

## 7. **Failure to Attend**

Where a person is properly notified of a *hearing* and does not attend at the time and place appointed, the *Committee* may proceed in that person's absence and without further notice to that person.

## 8. **Filing**

8.1 Filing of any document, excluding the request for the appeal (see Procedure No. 6), may be effected by personal delivery or registered mail, to the *Secretary*.

8.2 Where a document is filed, the date of the receipt stamp on the document shall be deemed to be the date of the filing, unless the *Committee* orders otherwise.

8.3 Where the *Committee* or the *City* has no record of the receipt of a document alleged to have been filed, the document shall be deemed not to have been filed, unless the *Committee* orders otherwise.

## 9. **Selecting a Chair and Secretary**

9.1 At the first meeting of the *Committee's* term, the members shall select a *Chair* from among themselves. When the *Chair* is absent through illness or otherwise, the *Committee* may appoint another member as Acting *Chair*.

9.2 The *City* shall provide a *Secretary* for the *Committee*.

9.3 The *Secretary* shall keep on file records of all official business of the *Committee*, including records of all applications and minutes of all decisions respecting these applications.

## 10. **Exhibits**

All parties to a *hearing*, particularly solicitors and agents, shall be required to bring to the *hearing* a sufficient number of copies for *Committee* members and opposing counsel of clear photos and/or other documents to be entered as evidence or exhibits.

## 11. **Conduct of Proceedings**

11.1 Proceeding may be conducted in person only.

11.2 An *in-person proceeding* shall be conducted in the following order of presentation, unless the *Chair* directs otherwise:

- (a) The *Chair* shall call the meeting to order after confirming a *quorum* of the *Committee* is present;
- (b) The *Chair* shall explain to those in attendance at the *hearing* the format of the *proceedings* and the specific purpose of the *hearing*. The *Chair* should advise those present that the *Committee* will only be considering the compliance and non-compliance of a property or building with respect to the standards of the *By-law*, and the time granted for compliance. All evidence should therefore be restricted to these matters. The *hearing*



is not for determining the resolution of any landlord and tenant disputes;

- (c) The *Chair* shall solicit from those *Committee* members in attendance at the *hearing* any conflicts of pecuniary interest or other interest in any matter on the agenda for consideration;
- (d) The Property Standards Officer shall make an opening address and provide evidence;
- (e) The *appellant* shall make an opening address and provide evidence;
- (f) Where there are two or more *appellants*, the order of presentation shall be as directed by the *Chair*; and
- (g) The Committee may at any time during a *proceeding*, ask questions of any party providing evidence.

## 12. **Committee Decisions**

12.1 Upon receiving all of the evidence, the *Committee* shall make a decision, and make their decision known to the affected parties.

12.2 The Committee may decide;

- (a) to uphold the order in whole or in part, with no additional time granted for compliance;
- (b) to uphold the order in whole or in part with additional time granted for all or some of the deficiencies to be complied with;
- (c) to remove any items from the order that have already been complied with, or have been determined to be invalid;
- (d) to modify any item within the order in any manner seen fit by the *Committee*; or
- (e) to rescind the order, in whole or in part

12.3 The Chair upon rendering the *Committee's* decision should inform the *appellant* of their rights to appeal a decision of the *Committee* to a Judge of the Superior Court of Justice pursuant to the Building Code Act.

12.4 The *Secretary* shall prepare a written record of the *hearing* including minutes of the *hearing* and the decision (with conditions, if applicable).

12.5 The *Secretary* should arrange for the required signature(s) on the decision, prior to mailing it to the *appellant* and providing a copy to the Property Standards Officer. The *Chair* shall sign the decision on behalf of all *Committee* members present at the *hearing*.

12.6 The *Secretary* shall send the decision to the *appellant* by registered mail.

## 13. **Right to Appeal a Committee Decision**

The *City* or any owner or occupant or person affected by a decision under subsection 15.3(3.1) of the Building Code Act, may appeal to the Superior Court of Justice by notifying the *City* Clerk of the *City*

of Temiskaming Shores in writing and by applying to the court, within 14 days after a copy of the decision is sent.

**14. Order Confirmation**

An order that is deemed to be confirmed pursuant to subsection 15.3(2), of the Building Code Act or that is confirmed or modified by the *Committee* under subsection 15.3(3), of the Building Code Act or a Judge under subsection 15.3(6), of the Building Code Act as the case may be, shall be final and binding upon the owner and occupant who shall carry out the repair or demolition within the time and manner specified in the order.

**The Corporation of the City of Temiskaming Shores**

**By-law No. 2018-098**

**Being a by-law to confirm certain proceedings of Council of  
The Corporation of the City of Temiskaming Shores for its  
Regular meeting held on June 5, 2018**

**Whereas** under Section 8 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, the powers of a municipality shall be interpreted broadly to enable it to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues;

**And whereas** under Section 9 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

**And whereas** under Section 10 (1) of the Municipal Act, 2001, S.O. 2001, c.25, as amended, a single-tier municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

**And whereas** it is the desire of the Council of The Corporation of the City of Temiskaming Shores to confirm proceedings and By-laws;

**Now therefore** the Council of The Corporation of the City of Temiskaming Shores hereby enacts the following as a by-law:

1. That the actions of the Council at its Regular meeting held on **June 5, 2018** with respect to each recommendation, by-law and resolution and other action passed and taken or direction given by Council at its said meeting, is, except where the prior approval of the Ontario Municipal Board is required, hereby adopted, ratified and confirmed.
2. That the Mayor, or in his absence the presiding officer of Council, and the proper officials of the municipality are hereby authorized and directed to do all things necessary to give effect to the said action or to obtain approvals where required, and except where otherwise provided, the Mayor, or in his absence the presiding officer, and the Clerk are hereby directed to execute all documents required by statute to be executed by them, as may be necessary in that behalf and to affix the corporate seal of the municipality to all such documents.

**Read a first, second and third time and finally passed** this 5<sup>th</sup> day of June, 2018.

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Mayor – Carman Kidd

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Clerk – David B. Treen