



**The Corporation of the City of Temiskaming Shores
Regular Meeting of Council
Tuesday, June 19, 2018
6:00 P.M.
City Hall Council Chambers – 325 Farr Drive**

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 – June 5, 2018

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

7.1. *Land Purchase Request (LM-2017-01) – 113 King Street*

Requester: Shawn Fraser

Subject Land: Part 1 to 5 on Plan 54R-6026

Purpose: To acquire lands to eliminate encroachment and increase land base to permit future accessory structures (i.e. garage).

Draft Motion

Be it resolved that Council of the City of Temiskaming Shores hereby acknowledges the presentation from the Clerk in regards Land Matter LM-2017-01 at 113 King Street for information purposes.

8. **Question and Answer Period**

9. **Presentations / Delegations**

a) John Vanthof, MPP and Mayor Carman Kidd

Re: Appreciation Award to Sharon Graydon

b) Rebecca Hunt, Library CEO – Temiskaming Shores Public Library

Re: Library Surveys/Public Consultations – Social Return on Investment

Draft Motion

Be it resolved that Council of the City of Temiskaming Shores hereby acknowledges the presentation from the Library CEO, Rebecca Hunt in regards to the Library Services Consultation results and Library Value Study.

- c) Steve Acland, CA – Municipal Auditor – Kemp, Elliott & Blair LLP and Laura-Lee MacLeod, Treasurer

Re: 2017 Consolidated Audited Financial Statements

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt and approves the 2017 Consolidated Financial Statements for the City of Temiskaming Shores as prepared by the firm of Kemp, Elliott and Blair L.L.P. – Chartered Accountants; and

That Council directs the Treasurer to provide public notice that a copy of the 2017 Consolidated Financial Statements are available at City Hall and on the City's website in accordance with Section 295 of the Municipal Act 2001.

10. Communications

- a) Betty Smallwood, Program Manager – Timiskaming Elder Abuse Task Force

Re: Proclamation – World Elder Abuse Awareness Day 2018

Reference: Motion to be presented under New Business

- b) Dean Franks, Xavier Grenier-Ducharme, Emilie Huppé – Haileybury Beach Guards

Re: Proclamation – National Drowning Prevention Week – July 15, 22, 2018

Reference: Received for Information

Draft Motion

Be it resolved that City Council agrees to deal with Communication Items 10. a) and 10. b) 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 Timiskaming Board of Health meeting held on April 25, 2018; and
- b) Minutes of the Temiskaming Transit Committee meeting held on May 16, 2018.

12. Committees of Council – Internal Departments

Draft Motion

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

- a) Minutes of the Building Maintenance Committee meeting held on May 15, 2018;
- b) Minutes of the Protection to Persons and Property Committee meeting held on May 15, 2018; and
- c) Minutes of the Public Works Committee meeting held on May 15, 2018.

13. Reports by Members of Council

14. Notice of Motions

15. New Business

- a) **Support – Township of Coleman – Request for Flypast during Remembrance Day Ceremonies**

Draft Motion

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 Council of the City of Temiskaming Shores hereby petitions 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

Further that a copy of this resolution be sent to the Honourable Jarjit Sajjan, Minister of National Defence, the Honourable Seamus O'Regan, Minister of Veterans Affairs and the Township of Coleman.

b) Proclamation – June 15, 2018 - World Elder Abuse Awareness Day 2018

Draft Motion

Whereas in 2006 the International Network for the Prevention of Elder Abuse, in support of the United Nations International Plan of Action, proclaimed a day to recognize the significance of elder abuse as a public health and human rights issue; and

Whereas 2018 marks the 12th Annual World Elder Abuse Awareness Day; its recognition will promote a better understanding of abuse and neglect of older adults as activities are organized around the world; and

Whereas throughout the world, Elder Abuse is largely unrecognized or treated as a hidden problem, and no country is immune to this costly public health and human rights crisis; and

Whereas locally, hundreds of seniors are at risk of being abused each year; and

Whereas ageism is a major cause of elder abuse (where there is respect there can be no abuse); therefore, society is urged to Stop Abuse and Restore Respect.

Now therefore the Council of the City of Temiskaming Shores hereby proclaims June 15, 2018 as **"World Elder Abuse Awareness Day"** and urges all citizens to recognize the concerns of older adults and their ongoing contributions to the success and vitality of the City of Temiskaming Shores.

- c) **Memo No. 004-2018-CGP – Transfer of Vehicle Lease – Enterprise Temiskaming to South Temiskaming Communities Futures Development Corporation**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 004-2018-CGP; and

That Council hereby directs staff to prepare the necessary by-law to repeal By-law No. 2017-067 being a by-law to authorize the entering into a Vehicle Lease Agreement with Tri-Town Toyota for use by Enterprise Temiskaming as the City has divested the Enterprise Temiskaming program to the South Temiskaming Community Futures Development Corporation for consideration at the June 19, 2018 Regular Council meeting.

- d) **Memo No. 005-2018-CGP – Deeming By-law for 265 and 267 Crystal Crescent (Lots 22 and 23 on Plan 54M-360)**

Draft Motion

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

Whereas Nick Kostyc, owner of 267 Crystal Crescent would like to merge Lots on title through the adoption of a deeming by-law in compliance with the Planning Act in order to create one property with one Roll number; 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 Lots 22 and 23 on Plan 54M-360 to no longer be Lots on a Plan of Subdivision for consideration at the June 19, 2018 Regular Council meeting.

- e) **Memo No. 022-2018-CS – Repeal of By-law No. 2009-054 Site Plan Control Assurances**

Draft Motion

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

That Council hereby directs staff to prepare the necessary by-law to repeal By-law No. 2009-054 being a by-law to adopt a Policy with respect to Site Plan Control Assurances for consideration at the June 19, 2018 Regular Council meeting.

f) Administrative Report No. CS-025-2018 – Lease Reassignment – Dr. Danill Subbotin Dentistry Professional Corporation

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CS-025-2018; and

That Council directs staff to prepare the necessary by-laws (2) and lease agreements with Dr. Daniil Subbotin Dentistry Professional Corporation for the use of office space in the Haileybury Medical Center and the repeal of By-laws No. 2013-087 and No. 2014-004 (Dr. Bakalov) conditional on the transaction between Dr. Subbotin and Dr. Bakalov for consideration at the July 10, 2018 Regular Council meeting.

g) Administrative Report No. CS-024-2018 – Request for Support – St. Paul & St. John Anglican Church Hall

Draft Motion

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-024-2018; and

That Council agrees to provide the following in-kind support to St. Paul & St. John Anglican Church relating to the construction of a new Church Hall:

- Installation of a one-inch water service to the property line estimated at a cost of \$10,000
- Waiving the Site Plan Agreement fees estimated at \$565
- Waiving the Building Permit fees estimated at \$4,556

h) Administrative Report No. PPP-004-2018 – Appointment of Volunteer Firefighter

Draft Motion

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report PPP-004-2018;

That Council hereby appoints Codey Sheppard as a Volunteer Firefighter to the Temiskaming Shores Fire Department in accordance with the *Recruitment and Retention Program*.

- i) **Memo No. 014-2018-PW – Repeal of By-law No. 2018-025 – acquisition of On-board Video Surveillance System from Radio Engineering Industries Inc.**

Draft Motion

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 014-2018-PW;

That Council acknowledges the Termination Agreement between Metrolinx and Radio Engineering Industries Inc.; and

That Council directs staff to prepare the necessary by-law to repeal By-law No. 2018-025 being an agreement with Radio Engineering Industries Inc. for consideration at the June 19, 2018 Regular Council meeting.

16. By-laws

Draft Motion

Be it resolved that:

By-law No. 2018-099 Being a by-law to enter into an Encroachment Agreement with Nancy E. Cassidy and Gerald J. Brandon (484 Ferguson Avenue)

By-law No. 2018-100 Being a by-law to authorize the Sale of Land to Shawn Fraser (113 King Street)

By-law No. 2018-101 Being a by-law to enter into an Easement Agreement with Shawn Fraser – Water and Sanitary services (113 King Street)

- By-law No. 2018-102 Being a by-law to repeal By-law No. 2018-025 (Agreement with Radio Engineering Industries Inc. for the supply and installation of On-Board Video Surveillance System for the Temiskaming Transit)
- By-law No. 2018-103 Being a by-law to repeal By-law No. 2017-067 (Vehicle Lease Agreement with Tri-Town Toyota - Enterprise Temiskaming)
- By-law No. 2018-104 Being a by-law to repeal By-law No. 2009-054 (Site Plan Control Assurances Policy)
- By-law No. 2018-105 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 265 and 267 Crystal Crescent – Roll Nos. 54-18-020-002-144.23 and 54-18-020-002-144.24

be hereby introduced and given first and second reading.

Draft Motion

By-law No. 2018-099;
By-law No. 2018-100;
By-law No. 2018-101;
By-law No. 2018-102;
By-law No. 2018-103;
By-law No. 2018-104; and
By-law No. 2018-015

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, July 10, 2018 at 6:00 p.m.
- b) Regular – Tuesday, August 14, 2018 at 6:00 p.m.

18. Question and Answer Period

19. Closed Session

20. Confirming By-law

Draft Motion

Be it resolved that By-law No. 2018-106 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 19, 2018** be hereby introduced and given first and second reading.

Draft Motion

Be it resolved that By-law No. 2018-106 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, June 5, 2018
6:00 P.M.
City Hall Council Chambers – 325 Farr Drive

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, Mike McArthur and Danny Whalen

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
Jennifer Pye, Planner
James Franks, Economic Development Officer

Regrets: Councillor Patricia Hewitt (attending function as Deputy Mayor)

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

Members of the Public Present: 3

3. Review of Revisions or Deletions to Agenda

None

4. Approval of Agenda

Resolution No. 2018-271

Moved by: Councillor Whalen

Seconded by: Councillor Laferriere

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

Carried

5. Disclosure of Pecuniary Interest and General Nature

None

6. Review and adoption of Council Minutes

Resolution No. 2018-272

Moved by: Councillor McArthur

Seconded by: Councillor Foley

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

a) Regular meeting of Council – May 15, 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

None

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

Resolution No. 2018-273

Moved by: Councillor Jelly

Seconded by: Councillor Foley

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

Carried

11. Committees of Council – Community and Regional

Resolution No. 2018-274

Moved by: Councillor Laferriere

Seconded by: Councillor Jelly

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;

Carried

12. Committees of Council – Internal Departments

None

13. Reports by Members of Council

Councillor Whalen report on the following:

- FONOM: Thanked Council for the support for the FONOM Conference. It holds well that all three leaders of the major provincial parties attended.

Councillor Jelly reported on the following:

- OPSB: Attended the Ontario Police Service Board along with City Manager, Chris Oslund along with 3 members of the Police Services Board in Blue Mountain. There were great session on the new cannabis laws and the new

Police Services Act and until the Regulations come out we do not know how much of an impact will have locally.

- Ecole Secondaire St. Marie: Made a presentation last week to a civics class in regards to the procedure for municipal elections and the role of Councillors for the City of Temiskaming Shores.

Mayor Kidd reported on the following:

- Search & Rescue: Attended the Grand Opening for office for the Search and Rescue at the airport in Earleton last week. The Air Force brought in a Hercules Airplane and they did a fly by with members parachuting.

14. Notice of Motions

None

15. New Business

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

Resolution No. 2018-275

Moved by: Councillor Foley

Seconded by: Councillor Jelly

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.

Carried

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

Resolution No. 2018-276

Moved by: Councillor Whalen

Seconded by: Councillor Laferriere

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.

Carried

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

Resolution No. 2018-277

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. 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.

Carried

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

Resolution No. 2018-278

Moved by: Councillor Laferriere

Seconded by: Councillor Jelly

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.

Carried

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

Resolution No. 2018-279

Moved by: Councillor McArthur

Seconded by: Councillor Jelly

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.

Carried

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

Resolution No. 2018-280

Moved by: Councillor Whalen

Seconded by: Councillor Laferriere

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.

Carried

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

Resolution No. 2018-281

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. 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.

Carried

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

Resolution No. 2018-282

Moved by: Councillor Jelly

Seconded by: Councillor Laferriere

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.

Carried

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

Resolution No. 2018-283

Moved by: Councillor Jelly

Seconded by: Councillor Laferriere

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.

Carried

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

Resolution No. 2018-284

Moved by: Councillor Laferriere

Seconded by: Councillor Foley

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 publicly release Request for Proposal CS-RFP-001-2018 for Municipal Employee Group Benefit Plan proposals.

Carried

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

Resolution No. 2018-285

Moved by: Councillor Laferriere

Seconded by: Councillor Jelly

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.

Carried

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

Resolution No. 2018-286

Moved by: Councillor Foley

Seconded by: Councillor Jelly

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 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 nd Tuesday)
Tuesday, August 14, 2018	Regular Meeting (2 nd Tuesday)
Tuesday, September 11, 2018	Regular Meeting (2 nd Tuesday)
Tuesday, October 9, 2018	Regular Meeting (2 nd Tuesday)
Monday, December 3, 2018	Inaugural meeting of Council

Carried

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

Resolution No. 2018-287

Moved by: Councillor McArthur

Seconded by: Councillor Laferriere

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.

Carried

16. By-laws

Resolution No. 2018-288

Moved by: Councillor Jelly

Seconded by: Councillor Foley

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.

Carried

Resolution No. 2018-289

Moved by: Councillor Laferriere

Seconded by: Councillor Whalen

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.

Carried

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

None

19. Closed Session

Resolution No. 2018-290

Moved by: Councillor Jelly

Seconded by: Councillor Foley

Be it resolved that Council agrees to convene in Closed Session at 6:40 p.m. to discuss the following matters:

- a) **Adoption of the May 1, 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**

Carried

Resolution No. 2018-291

Moved by: Councillor Whalen

Seconded by: Councillor Foley

Be it resolved that Council agrees to rise with report from Closed Session at 6:54 p.m.

Carried

Matters from Closed Session

- a) **Adoption of the May 1, 2018 – Closed Session Minutes**

Resolution No. 2018-292

Moved by: Councillor Laferriere

Seconded by: Councillor Foley

Be it resolved that Council approves the May 1, 2018 Closed Session Minutes as printed.

Carried

- b) **Under Section 239 (2) (a) of the Municipal Act, 2001 – security of the property of the municipality – Beach Gardens Development Agreement;**

Council provided direction to staff in Closed Session.

- c) **Under Section 239 (2) (h) of the Municipal Act, 2001 – information explicitly supplied in confidence by a Government Agency – FEDNOR funding application**

Council provided direction to staff in Closed Session.

20. Confirming By-law

Resolution No. 2018-293

Moved by: Councillor Whalen

Seconded by: Councillor McArthur

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.

Carried

Resolution No. 2018-294

Moved by: Councillor Jelly

Seconded by: Councillor Foley

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.

Carried

21. Adjournment

Resolution No. 2018-295

Moved by: Councillor Jelly

Seconded by: Councillor McArthur

Be it resolved that City Council adjourns at 6:55 p.m.

Carried

Mayor – Carman Kidd

Clerk – David B. Treen

Application to Purchase Municipal Land



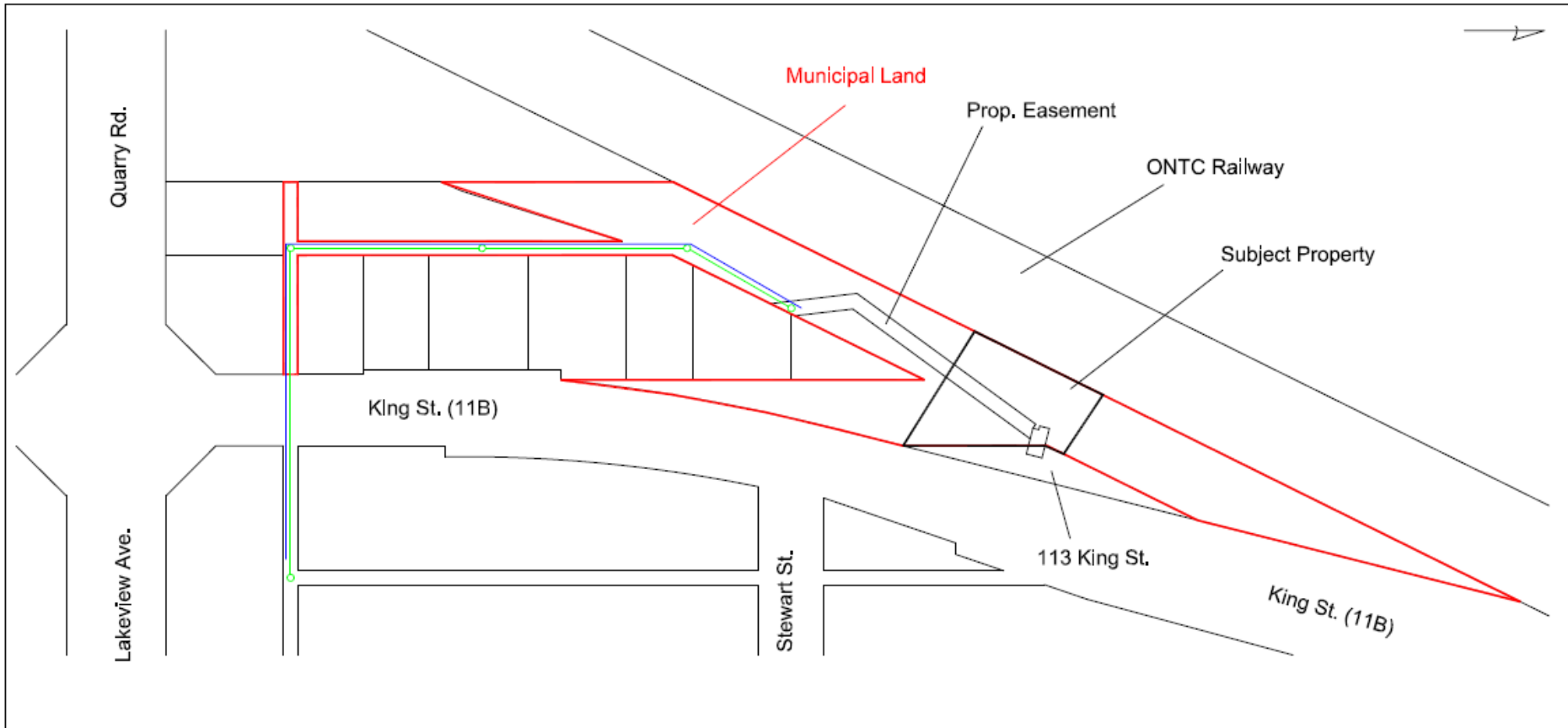
Application to Purchase Municipal Land



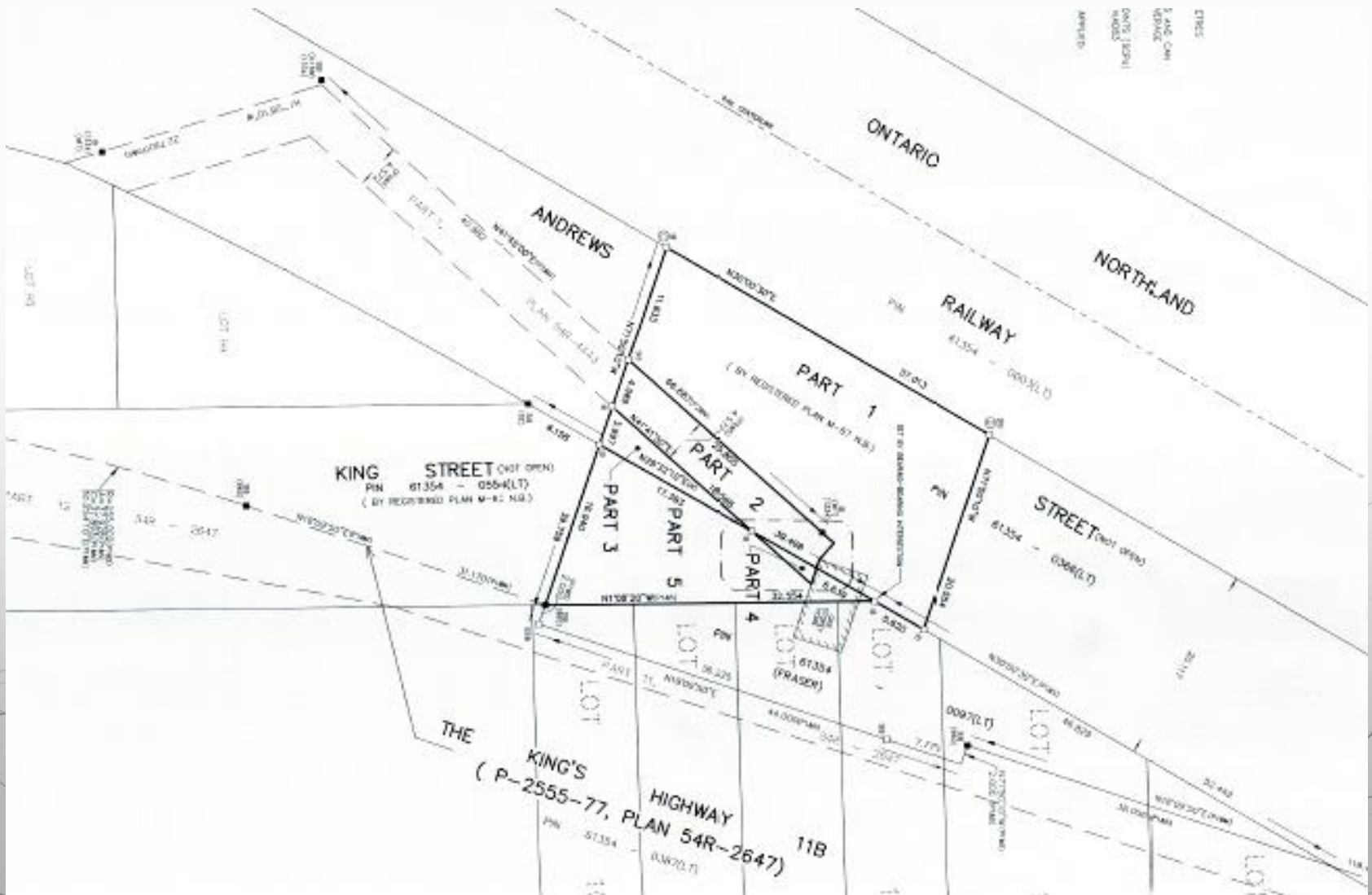
Background

- Mr. Shawn Fraser met with staff in early 2017 seeking to acquire additional land to eliminate the encroachment agreement as well as room for the future construction of a garage;
- The residence currently utilizes municipal water and a private septic system (holding tank); Mr. Fraser would also like to enter into an easement agreement to install a sanitary grinder system which would pump the sewage to the municipal collection system in the back lane.

Application to Purchase Municipal Land



Application to Purchase Municipal Land



Application to Purchase Municipal Land



- Resolution No. 2018-280 (Jun 5/18 - Admin Rpt. CS-019-2018) directs staff to prepare the necessary by-laws for an Easement Agreement and Land Sale for consideration at June 19th meeting as well as a notice for public meeting.

Next Steps – *conditional on public input*

- Council to consider by-laws for Sanitary Easement and Purchase Agreement.



Application to Purchase Municipal Land

THANK YOU

Application to Purchase Municipal Land





P.O. Box 162 Kirkland Lake Ontario P2N 3M6

Mayor Carmen Kidd
The City of Temiskaming Shores
672-3363 ext. 4103
325 Farr Drive PO Box 2050
Haileybury ON P0J 1K0

May 15, 2018 – emailed ckidd@temiskamingshores.com

Dear Mayor Kidd:

RE: World Elder Abuse Awareness Day 2018

Please find attached a request for proclamation of World Elder Abuse Awareness Day on June 15, 2018, which we are asking each of the District Mayors to sign in support of our planned events across the District. This annual Spring Fling event that will be held June 20, 2017 at Riverside Place New Liskeard; we invite you and your staff to attend.

The Timiskaming Elder Abuse Task Force meets monthly to discuss and plan various activities that will help to fulfill our mandate. Membership is open to interested persons and service providers throughout the district.

The goals of the TEATF includes the planning of activities which will promote recognition and awareness for the prevention of elder abuse through education, and resource materials; and to provide resources, education and referral for seniors.

*The **Spring Fling 2018** will feature information, education and entertainment. We are encouraging seniors across the District to attend this event and to learn more about the resources and services available in their community.*

*We would be quite pleased if you would support us for this day by signing the attached proclamation regarding **World Elder Abuse Awareness Day 2018**.*

If you have any questions please do not hesitate to call me. We look forward to receiving your signed proclamation, which can be emailed back to myself. Thank you.

Sincerely,

Betty Smallwood

Betty Smallwood
For Timiskaming Elder Abuse Task Force

Program Manager
Timiskaming Palliative Care Network
145 Government Road East
Kirkland Lake, ON P2N 3P4
Tel: 705.568.2135 Fax: 705.568.2160

PROCLAMATION

“World Elder Abuse Awareness Day”

June 15, 2018

WHEREAS: In 2006, the International Network for the Prevention of Elder Abuse, in support of the United Nations International Plan of Action, proclaimed a day to recognize the significance of elder abuse as a public health and human rights issue.

WHEREAS: **2018 marks the 12^h Annual World Elder Abuse Awareness Day.** Its recognition will promote a better understanding of abuse and neglect of older adults as activities are organized around the world.

WHEREAS: Throughout the world, Elder Abuse is largely unrecognized or treated as a hidden problem, and no country is immune to this costly public health and human rights crisis.

WHEREAS: Locally, thousands of seniors are at risk of being abused each year.

WHEREAS: It is imperative that community members are aware that elder abuse happens and educated to see older adults as positive contributors to the community; older adults need to be aware of their rights, as well as resources available to them.

WHEREAS: Ageism is a major cause of elder abuse (where there is respect there can be no abuse); therefore, society is urged to Stop Abuse and Restore Respect .

THEREFORE:

I, _____, Mayor of Temiskaming Shores, do hereby proclaim
(Carmen Kidd)

JUNE 15, 2018

WORLD ELDER ABUSE AWARENESS DAY

I urge all citizens to recognize the concerns of older adults and their ongoing contributions to the success and vitality of the city of Temiskaming Shores.



Proclamation Request Letter

Dear Mayor Carman Kidd,

Canada faces a major problem – and a preventable one: Almost 500 People die every year from drowning. On behalf of the Lifesaving Society Temiskaming branch #27 and the City of Temiskaming Shores, we at the **Haileybury Beach, the Pool and Fitness Center** are writing to ask that you proclaim **July 15 -22, 2018 as THE CITY OF TEMISKAMING SHORES NATIONAL DROWNING PREVENTION WEEK.**

The Lifesaving Society is a national, charitable organization working to prevent drowning and reduce water-related injury through our training programs, Water Smart® public education, drowning research and aquatic safety standards. The Lifesaving Society certifies Canada's National Lifeguards.

National Drowning Prevention Week is one of the Society's leading public education initiatives, with events taking place across the country to focus media and community attention on the drowning problem and drowning prevention. During this week, the Society urges individuals to:


- Supervise children in and around the water.
- Refrain from drinking alcoholic beverages while participating in aquatic activities.
- Wear a personal flotation device (PFD) or lifejacket when boating.

If every Canadian followed these steps, we could greatly reduce Canada's drowning rate.

A proclamation from Mayor Carman Kidd would give greater exposure to our lifesaving efforts to residents of the Timiskaming shores area. I hope you will consider our request.

If you have any questions, please contact Sheryl Gilbert, Aquatic & Youth Coordinator – Lifesaving Society Temiskaming Branch #27, at (705) 672-3363 ext. 4222, or email sgilbert@temiskamingshores.ca

Sincerely,


Dean Franks, Xavier Grenier-Ducharme, Emilie Huppé, Sheryl Gilbert
Haileybury Beach Head Guards and Aquatic Youth Programmer



MINUTES

Timiskaming Health Unit Board of Health

Regular Meeting held on April 25, 2018 at 6:30 P.M.

Timiskaming Health Unit – Kirkland Lake Boardroom

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

2. **ROLL CALL**

Board of Health Members

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

Regrets

Vacant	Provincial Appointee
Audrey Lacarte	Municipal Appointee for Township of Brethour, Harris, Harley & Casey, Village of Thornloe

Timiskaming Health Unit Staff Members

Dr. Glenn Corneil	Medical Officer of Health (A)
Randy Winters	Director of Corporate Services, CEO (A)
Kerry Schubert-Mackey	Director of Community Health
Rachelle Cote	Executive Assistant

3. Presentation: **2017 Audited Financial Statements – December Year-End**
By Steve Acland

Mr. Acland left the meeting at 6:58 p.m.

4. **APPROVAL OF AGENDA**

MOTION #19R-2018

Moved by: Jean-Guy Chamaillard

Seconded by: Glenn Corneil

Be it resolved that the Board of Health adopts the agenda for its regular meeting held on April 25, 2018, as presented.

CARRIED

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

None.

6. **2017 AUDITED FINANCIAL STATEMENTS – DECEMBER YEAR-END**

MOTION #20R-2018

Moved by: Merrill Bond

Seconded by: Tony Antoniazzi

Be it resolved that the Board of Health approve the 2017 Audited Financial Statements as presented.

CARRIED

7. **APPROVAL OF MINUTES**

MOTION #21R-2018

Moved by: Kathleen Bougie

Seconded by: Sue Cote

Be it resolved that the Board of Health approves the minutes of its regular meeting held on February 7, 2018, as presented.

CARRIED

8. **BUSINESS ARISING**

None

9. **REPORT OF THE CHIEF EXECUTIVE OFFICER (A)**

Mr. Winters updated the Board on recent discussions and development of the North East Health Unit Collaboration committee. The committee recently hired a consultant to look at key priorities and try to attain efficiencies and look at potential shared services within the northern health units. The consultant is looking to submit a report for review with recommendations in October 2018. Mr. Winters to inform the Board on progress.

A NELHIN meeting was held on Monday between MOH's and CEO in Sudbury to continue the dialogue with health units to discuss focus topics. Will be meeting again in two months.

10. **MANAGEMENT REPORTS**

The 2018 Q1 Board Report and Staff List was reviewed by the Board for information.

11. **NEW BUSINESS**

a. **INFORMATION REPORT: 2017 NUTRITIOUS FOOD BASKET RESULTS AND ADDRESSING HOUSEHOLD FOOD INSECURITY**

Distributed for information. The Timiskaming Health Unit is continuing to advocate for appropriate food affordability, income solutions, raise awareness and engage the community in poverty reduction initiatives.

12. **CORRESPONDENCE**

MOTION #22R-2018

Moved by: Tony Antoniazzi

Seconded by: Kathleen Bougie

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

- alPHa Election Policy Priorities to Government
- alPHa Ontario Budget 2018

CARRIED

Jesse Foley and Maria Overton disconnected from the teleconference line at 7:15 p.m.

13. **IN-CAMERA**

MOTION #23R-2018

Moved by: Mike McArthur

Seconded by: Sue Cote

Be it resolved that the Board of Health agrees to move in-camera at 7:17 p.m. to discuss the following matters under section 239 (2):

- a. In-Camera Minutes (February 7, 2018)
- b. MOH Recruitment Update
- c. Acting MOH Appointment

CARRIED

14. **RISE AND REPORT**

MOTION #24R-2018

Moved by: Sue Cote

Seconded by: Kim Gauthier

Be it resolved that the Board of Health agrees to rise with report at 7:28 p.m.

In-Camera Minutes

MOTION #25R-2018

Moved by: Kim Gauthier

Seconded by: Jean-Guy Chamaillard

Be it resolved that the Board of Health approves the in-camera minutes of meeting held on February 7, 2018 as presented.

Acting MOH Appointment

MOTION #26R-2018

Moved by: Mike McArthur

Seconded by: Merrill Bond

Be it resolved that the Board of Health approves the re-appointment of Dr. Glenn Corneil for the next 6 month period from July 1, 2018 to December 31, 2018.

CARRIED

15. **DATES OF NEXT MEETINGS**

The next Board of Health meeting will be held on June 6, 2018 at 6:30 p.m. in Englehart.

16. **ADJOURNMENT**

MOTION #27R-2018

Moved by: Merrill Bond

Seconded by: Sue Cote

Be it resolved that the Board of Health agrees to adjourn the regular meeting at 7:30 p.m.

CARRIED

Carman Kidd, Board Chair

Rachelle Cote, Recorder

1.0 CALL TO ORDER

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

2.0 ROLL CALL

- | | |
|--------------------------------------------------------------------------|----------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> Councillor Mike McArthur | <input checked="" type="checkbox"/> Chris Oslund, City Manager |
| <input checked="" type="checkbox"/> Councillor Danny Whalen | <input type="checkbox"/> Michelle Larose, Cobalt |
| <input checked="" type="checkbox"/> Tina Sartoretto, Cobalt | <input checked="" type="checkbox"/> Mitch Lafreniere, Manager of Physical Assets |
| <input checked="" type="checkbox"/> Councillor Rochelle Schwartz, Cobalt | <input checked="" type="checkbox"/> Kelly Conlin, Executive Assistant |

3.0 REVIEW OF REVISIONS OR DELETIONS TO AGENDA

None

4.0 APPROVAL OF AGENDA

Recommendation TC-2018-014

Moved by: Mike McArthur

Be it resolved that:

The Transit Committee agenda for the May 16, 2018 meeting be approved as printed.

Carried

5.0 REVIEW AND ADOPTION OF PREVIOUS MINUTES

Recommendation TC-2018-015

Moved by: Mike McArthur

Be it resolved that:

The Transit Committee minutes for the March 21, 2018 meeting be adopted as printed.

Carried

6.0 DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

None

7.0 CORRESPONDENCE

7.1 Request for transit stop – Sutherland Way, Haileybury

Discussion:

The Committee discussed the request for the transit stop on Sutherland Way. The extra stop would have detrimental effects on the current transit schedule. A denial letter will be sent outlining the Committee decision.

7.2 Tourist Trolley Bus Service – Received for information only.

8.0 UNFINISHED BUSINESS

8.1 Transit Financials

Discussion:

Chris Oslund reviewed the YTD financial report. An updated proforma and debt balance reserve summary will be presented at the next meeting.

8.2 Passenger Count

Discussion:

The Committee reviewed the YTD passenger counts.

8.3 PTIF Funding Update

Discussion:

A letter from the Committee has been drafted and will be sent to Anthony Rota, MP requesting the ability to utilize more than 15% of the PTIF funding for fleet rehabilitation.

8.4 Engine Failure Update

Discussion:

The bus that suffered the engine failure is now up and running. The invoice has not yet been received, however, Cummins have agreed to cover 70% of the cost.

8.5 Follow up – Transit Driver Meeting

Discussion:

The Committee reviewed the comments received at the annual transit driver meeting held last month. Overall, the meetings went well and the driver's provided feedback and information for the Committee to consider. One item that the Committee may consider is a Child Bus Pass. Mitch is going to look into what other transits services are doing.

9.0 CLOSED SESSION

Recommendation TC-2018-016

Moved by: Rochelle Schwartz

Be it resolved that:

The Temiskaming Transit Committee convene into Closed Session at 2:15 p.m. to discuss litigation or potential litigation, including matters before administrative tribunals affecting the municipality or local board under Section 239 (2) (e) of the Municipal Act, 2001.

- **Update on capital project**

Carried

Recommendation TS-2018-017

Moved by: Mike McArthur

Be it resolved that:

The Temiskaming Transit Committee rise without report at 2:23 p.m.

Carried

10.0 NEXT MEETING

The next meeting of the Transit Committee is scheduled for September 19 at 1:30 p.m.

11.0 ADJOURNMENT

Recommendation TC- 2018-018

Moved by: Mike McArthur

Be it resolved that:

The Transit Committee meeting is adjourned at 2:25 p.m.

Carried

1.0 CALL TO ORDER

The meeting was called to order at 10:42 a.m.

2.0 ROLL CALL

- Mayor Carman Kidd
- Chris Oslund, City Manager
- Councillor Doug Jelly
- Councillor Danny Whalen
- Doug Walsh, Director of Public Works
- Mitch Lafreniere, Manager of Physical Assets
- Steve Burnett, Technical and Environmental Compliance Coordinator
- Kelly Conlin, Executive Assistant

3.0 REVIEW OF REVISIONS OR DELETIONS TO AGENDA

None

4.0 ADOPTION OF AGENDA

Recommendation BM-2018-010
Moved by: Mayor Carman Kidd

Be it resolved that:
The Building Maintenance Committee Meeting Agenda for the May 15, 2018 meeting be adopted as printed.

Carried

5.0 REVIEW AND ADOPTION OF PREVIOUS MINUTES

Recommendation BM-2018-011
Moved by: Mayor Carman Kidd

Be it resolved that:
The Building Committee Meeting minutes of April 19, 2018 be adopted as presented.

Carried

6.0 DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

None

7.0 CORRESPONDENCE

None

8.0 PRESENTATIONS

None

9.0 UNFINISHED BUSINESS

9.1 PFC

Discussion:

A pre-construction meeting is scheduled for May 24, 2018. The shutdown is scheduled for the week of August 13, 2018 for approximately 4 weeks. The shutdown will be advertised accordingly.

9.2 Building Division Staff Update

Haileybury Sewer Treatment Plant Fire update

Discussion:

Completion date will likely be the end of May. Work is on-going.

9.3 DFO Property Erosion

Discussion:

No update

9.4 New Liskeard Library – Update

Discussion:

Mitchell Architects will be on site next week, and applicable city staff will be meeting with them on site.

9.5 Bucke Park Chalet

Discussion:

Following a site visit by a structural engineer, access to the building has now been restricted. Mitch will make other arrangements for a check in area at the park for this season. Mitch is currently seeking 2 quotes to have the necessary repairs completed.

9.6 Conservation and Demand Management (CDM)/Municipal Energy Plan

Discussion:

On going

9.7 Marina Status/Annual repair budget

Discussion:

The docks at the Haileybury marina suffered a great deal of damage during the spring melt. The electrical pedestals were also vandalized (Haileybury North marina). Staff are working to complete all the necessary repairs. Mitch has requested that consideration be given during the budget process to allocate funds towards dock repairs or marina maintenance on an annual basis.

10.0 NEW BUSINESS

10.1 Accessibility Upgrades – NL Community Hall

Discussion:

Mitch made the Committee aware that the RFP documents for the accessibility engineering are currently being drafted. After discussion, the Committee and staff agreed it would be most prudent to request accessibility options for each level of the NL Community Hall and possibly complete the project in phases. Mitch will inquire with the municipal clerk to determine if doing the project in phases is an option under the AODA.

10.2 Fleet Surplus

Discussion:

Mitch made the Committee aware that our sweeper truck that was recently declared surplus, sold for just under \$21,000.

11.0 ADMINISTRATIVE REPORTS

None

12.0 NEXT MEETING

The next meeting of the Building Maintenance Committee will be scheduled for: June 21, 2018 at 10:30 a.m.

13.0 ADJOURNMENT

Recommendation BM-2018-012
Moved by Mayor Carman Kidd

Be it resolved that:

The Building Maintenance Committee, be hereby adjourned at 11:09 a.m.

Carried

COMMITTEE CHAIR – DANNY WHALEN

RECORDER – K. CONLIN

1. CALL TO ORDER

Meeting called to order at 1:01 p.m.

2. ROLL CALL

- | | |
|-----------------------------------------------------------------------------------|------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> Mayor Carman Kidd | <input type="checkbox"/> Jennifer Pye, Planner |
| <input checked="" type="checkbox"/> Councillor Mike McArthur | <input checked="" type="checkbox"/> Tim Uttley, Fire Chief |
| <input checked="" type="checkbox"/> Councillor Doug Jelly | <input checked="" type="checkbox"/> Shelly Zubycck, Director of Corporate Services |
| <input checked="" type="checkbox"/> Chris Oslund, City Manager | <input checked="" type="checkbox"/> Kelly Conlin, Executive Assistant |
| <input checked="" type="checkbox"/> Clayton Seymour, Chief Building Official | |
| <input checked="" type="checkbox"/> David Treen, Municipal Clerk (Taxi Licensing) | |

3. REVIEW OF REVISIONS OR DELETIONS TO AGENDA

Under Section 9 – Fire and Emergency Services
f) Recruits

Under Section 10 – Building/By-Law
d) Property Standards By-Law update

Remove – Item 11

4. APPROVAL OF AGENDA

Recommendation PPP-2018-018

Moved by: Councillor Mike McArthur

Be it resolved that:

The Protection to Persons and Property Committee agenda for the May 15, 2018 meeting be approved as amended.

CARRIED

5. REVIEW AND ADOPTION OF PREVIOUS MINUTES

Recommendation PPP-2018-019

Moved by: Mayor Carman Kidd

Be it resolved that:

The Protection to Persons and Property Committee minutes of the April 19, 2018 meeting be adopted as presented

CARRIED

6. DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

- None

7. PRESENTATIONS

- None

8. CORRESPONDENCE

- None

9. FIRE AND EMERGENCY SERVICES

- a) Monthly Activity Report

Discussion:

The Fire Chief reviewed the monthly fire activity report, outlining the number of emergency calls, inspections and public education events for the month of April 2018.

- b) Update on new Fire Safety Regulation (FPPA)

Discussion:

The Fire Chief advised the Committee that the three new fire safety regulations under the Fire Protection and Prevention Act (FPPA) have been approved by the Ministry. The regulations are:

- Certification of Firefighters;
- Risk Assessments; and
- Public Reporting.

The Fire Chief advised that the in-force date for a number of positions regarding firefighter certification is July 1, 2019 and January 1st, 2020 and January 1st, 2021 for others. The Fire Chief advised that working with the Training Officer and Volunteer Firefighters, we would be reviewing the new regulations and will be working on drafting

up a revised Training Program for Council's Consideration. The Fire Chief noted that currently the priority is to review and prepare applications for all our firefighters that meet eligibility to apply for the Grandfathering Program. The Fire Chief will provide an update on the Grandfathering Program at the next meeting.

c) Emergency Preparedness Week Activities

Discussion:

The annual exercise was completed last week, and it focused on a test of the City's Public Emergency Notification System and processes, as well as incorporating the use of social media. The Fire Chief advised the Committee the exercise enabled the group to gather a lot of good information that will be useful when revising the notification protocol in the Emergency Response Plan. In conjunction with the exercise, all three fire stations tested their alert sirens and the results will be discussed at the next Emergency Management Committee meeting.

d) Haileybury Fire Station – discussion

Discussion:

The Fire Chief will be scheduling a meeting with the PPP Committee representatives, as well as, the City Manager and Manager of Physical Assets to discuss next steps with regard to the Haileybury Fire Station.

e) Continuity of Decision Making (information purposes)

Discussion:

Received for information.

f) New Recruits

Discussion:

The Committee was advised the Fire Chief and the District Chief of the New Liskeard Station are currently in the process of setting up interviews for two new recruits.

10. BUILDING / BY-LAW

a) Parking Enforcement

Discussion:

The By-Law Officers are now scheduled one weekend/month to target problem areas.

b) Proposed Property Information Certificate

Discussion:

Staff reviewed the proposed Property Information Certificate, which would replace the existing correspondence and tax certificates that are requested by lawyers during home sales. This certificate would provide disclosure of any outstanding permits relating to the property, as well as, up to date tax information.

c) Taxi Fare Increase

Discussion:

Dave Treen presented the current taxi fares, as well as, what will be proposed in an upcoming Council meeting. Dave noted that there has not been an increase to the taxi fares for several years.

Recommendation PPP-2018-020

Moved by: Mayor Carman Kidd

Be it resolved that:

The Protection to Persons and Property Committee hereby supports the recommendations contained in the Taxi Fare Increase Report: CS-018-2018.

CARRIED

g) Property Standards By-Law update

Discussion:

The revised property standards by-law has had 1st and 2nd reading at Council. To date, no comments have been received regarding the amendments.

11. SCHEDULE OF MEETINGS

The next Protection to Persons and Property Committee meeting is scheduled for June 21, 2018 starting at 1:00 PM

12. ADJOURNMENT

Recommendation PPP-2018-021

Moved by: Councillor Mike McArthur

Be it resolved that:

The Protection to Persons and Property Committee meeting is adjourned at 2:13 p.m.

CARRIED

1. CALL TO ORDER

The meeting was called to order at 8:35 a.m.

2. ROLL CALL

- Mayor Carman Kidd Chris Oslund, City Manager
- Councillor Doug Jelly Councillor Patricia Hewitt
- Doug Walsh, Director of Public Works
- Mitch Lafreniere, Manager of Physical Assets
- Steve Burnett, Technical and Environmental Compliance Coordinator
- Kelly Conlin, Executive Assistant

3. REVIEW OF REVISIONS OR DELETIONS TO AGENDA

Add under Section 10 -

10.3: Community Safety Zone – St. Michel School

10.4: Roadside cutting - New Liskeard Cemetery

10.5: Update: DTSSAB Housing Update

4. DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

None

5. APPROVAL OF AGENDA

Recommendation PW-2018-020

Moved by: Mayor Carman Kidd

Be it resolved that:

The Public Works Committee agenda for the May 15, 2018 meeting be approved as amended.

Carried

6. REVIEW AND ADOPTION OF PREVIOUS MINUTES

Recommendation PW-2018-021

Moved by: Mayor Carman Kidd

Be it resolved that:

The Public Works Committee minutes for the April 19, 2018 regular meeting be adopted as presented.

Carried

7. PRESENTATIONS

None

8. INTERNAL/EXTERNAL COMMITTEE CORRESPONDENCE

8.1 Recommendation – TSAAC Committee

Recommendation

Moved by: Josette Cote

Be it resolved that The TSAAC hereby recommends the addition of two on-street accessible parking spots on the south side of Riverside Drive across from the Riverside Place and encourages Council to maintain the two accessible parking spots located in the Riverside Place parking lot; and

That TSAAC supports the recommendation to convert Riverside Drive to a one-way street; and

Further that TSAAC requests that Council consider relocating the trailer dumping station located at Riverside Drive to a more suitable location.

CARRIED

Discussion:

Chris Oslund summarized the TSAAC discussion and above noted recommendation. Steve Burnett reported that it would be possible to relocate the trailer dumping station to Montgomery, with costs associated. Steve Burnett will put this request in as part of the 2019 budget if directed to do so. The changes to the traffic by-law required to convert Riverside Drive to a one-way will likely be in place by September, and effective January 1, 2019. The traffic group will be reconvening in the near future to re-visit all the changes to be made before going to Council with an amendment.

Recommendation PW-2018-022

Moved by: Mayor Carman Kidd

Be it resolved that:

The Public Works Committee hereby supports the recommendation from TSAAC as noted above.

Carried

8.2 Transit Driver Inquiry – Road Status: Identified problem areas:

- Georgina Ave.
- Cecil St.
- Little St.
- Lakeshore Rd.

Discussion:

Chris Oslund summarized the concerns from the transit drivers in regards to roads. Doug Walsh stated that the most common areas of concern are being addressed within the 2018 Roads Program.

9. UNFINISHED BUSINESS

9.1 WOOD - New Waste Management Capacity

Previous Discussion:

Council recently approved the change work order and the amended EA is still awaiting response from the Ministry.

Discussion:

No update

9.2 Public Works Staff Training

Previous Discussion:

The WHMIS training has now been completed. Upcoming still is staff attending the Roads School, as well as, attending information sessions as part of the Northeastern Ontario Public Works Association annual conference in Timmins.

Discussion:

PW staff attended Roads school last week, as well as the training sessions at NEOPWA.

9.3 Public Works Department Update

Previous Discussion:

Regular spring work and maintenance are currently underway. Doug presented a water break summary containing the years 2004-2017 for the Committee's information.

Discussion:

Doug Walsh advised the Committee that the department is currently 2 weeks behind schedule with regular spring maintenance and repairs, mostly due to weather. Work is on going.

9.4 Full Solid Waste Management Program

Previous Discussion:

Steve Burnett reported that the City's By-Law Enforcement Officer, along with a PW staff member, completed recycling bin inspections over the last couple weeks for repeat offenders of non-compliance. No charges have been laid relating to the inspections, as there were little to no issue with the bins that were inspected.

Steve also stated that he has not received any updated information related to the Waste Free Ontario Act.

Discussion:

Steve Burnett reminded the Committee of the upcoming Orange Drop event on June 2nd.

9.5 Drainage issues – Peter's Road

Previous Discussion:

Doug Walsh stated that for the most part, the concerns have been addressed. Ditching along Peter's Rd will begin shortly.

Discussion:

Ditching along Peter's Rd. is nearing completion and it appears that the issues have been addressed.

9.6 North Cobalt Water Stabilization Project – Update

Previous Discussion:

On-going, awaiting a quote from Spec & Sons.

Discussion:

The quote for the final stage of the project has been received. Steve Burnett will be presenting a report at the next Council meeting for approval.

9.7 Clean Water Wastewater Fund – Update (Dymond water pressure)

Previous Discussion:

On-going

Discussion:

Steve Burnett reported that there has been a delay in commissioning because Pedersen Construction is waiting on parts, this has also caused a delay in the hydrant flushing. It is hopeful that the parts will arrive early next week.

9.8 Temiskaming Shores Infrastructure Upgrades & Gray Road – Update

Previous Discussion:

The Committee discussed the remedial work that is still to be completed as weather permits. Steve Burnett, with Laura Lee MacLeod reviewed what funds remain for the completion of the project. Steve will be presenting a report to Council requesting additional funds to assist in the completion of the project.

Discussion:

Project is nearing competition.

9.9 Roads Needs Study

Previous Discussion:

Project is nearing completion

Discussion:

Now that the street scan portion is complete, Doug Walsh will be presenting a report to Council for their approval to have the scanning completed on the municipal sidewalks as well. This will assist the department in focusing on the problem areas. It will also scan curb and gutter.

9.10 Chamber of Commerce parking lot maintenance

Previous Discussion:

No update

Discussion:

The ONR bus has been driving around the museum building, which is causing issues. Staff will consider options to block that area for being used as the bus turnaround.

9.11 Riverside Drive – Parking Request

Previous Discussion:

Dave Treen is preparing a report to Council with information on a variety of parking areas in the municipality and amendments to the Traffic By-Law, including the amendment to Riverside Drive. Chris Oslund stated that prior to the report going to Council for consideration, the information regarding the accessible spots will be presented at an upcoming TSAAC meeting.

Discussion:

On going

9.12 Chieftain Dairy Farms Tile Drainage

Previous Discussion:

No update

Discussion:

On going

9.13 UV System – Haileybury Wastewater plant

Previous Discussion:

Council recently approved the increase to the budget as well as the award of work to RV Anderson Associates Ltd.

Discussion:

A start up meeting has been held. Staff have determined that there is a significant amount of underground infrastructure. The locations of the infrastructure will be need to be provided to RV Anderson.

9.14 PWO-RFP-002-2018: Roadway Rehabilitation Services

Previous Discussion:

2018 Roads Program report will be presented at the May 1, 2018 Council meeting.

Discussion:

Doug Walsh reported that the contractors will be starting work in the last week of May, with hopes to have the roads completed by the end of June.

9.15 PW-RFP-005-2018: Eng. Services – Traffic Impact Study

Previous Discussion:

The RFP was awarded to Paradigm. Work is on going.

Discussion:

Staff recently met with Paradigm and the Ministry of Transportation (MTO). The traffic counts have been completed and Paradigm will be sharing the information with the City and MTO.

9.16 Street light – Drive in Theatre Rd. (Request from Mr. Breau)

Previous Discussion:

No update

Discussion:

No update

9.17 Beach Gardens

Previous Discussion:

No update

Discussion:

Work for the development agreement is on going.

9.18 2018 Funding Applications (OCIF & ICLEI World Congress Climate change staff grants)

Previous Discussion:

Doug Walsh presented information on upcoming funding opportunities available to the City in regards to updates to the Asset Management Plan and Environmental Plan as well.

Recommendation PW-2018-018

Moved by: Councillor Patricia Hewitt

Be it resolved that:

The Public Works Committee hereby supports the submission of funding applications via the authorized delegation of the City Manger for any applicable funding opportunities.

Carried

Discussion:

The Committee supported the submission of the applications for both the OCIF funding for a large-scale project within the municipality and the Climate Change funding for a staff person. Doug will be preparing a report at the next Council meeting for approval. Deadline for submissions are June 29 (Climate Change) and August 27 (OCIF).

9.19 Strategic Plan – Update

Previous Discussion:

Doug Walsh circulated the draft communications component of the Public Works Strategic plan to members of the Committee for their review.

Discussion:

Recommendation PW-2018-023

Moved by: Mayor Carman Kidd

Be it resolved that:

The Public Works Committee hereby approves and endorses the three recommendations contained in the Public Works Memo 001-2018-PWC as follows:

5.1.1: *That the Committee appoints Robert Beaudoin, Airianna Misener, Overton Robinson and Robin Imbeau to the “Business Practices Review Team.”*

5.2.1: *That the Committee appoints Brad Hearn, Jeremie Latour, Darrell Phaneuf and Kyle Brown to the “Technology Services Advisory Group.”*

8.2.4: *That the Committee supports the request to enter into an Agreement with Streetscan to complete a scan of the sidewalk inventory in the City of Temiskaming Shores*

Carried

9.20 Public Works Week

Previous Discussion:

Doug Walsh outlined some activities for the upcoming Public Works Week:

- Tuesday May 22nd, 2018

Public Open House – Haileybury Water Treatment Plant

How a Fire Hydrant Works – PW Crew @ HWTP

- Wednesday May 23rd, 2018

Public Works Truck Rodeo (AORS Format)

- Thursday May 24th, 2018

Public Works Committee Meeting – Open to the Public and in the Council Chambers

- Friday May 25th, 2018 - 11:00 a.m. to 1:30 p.m. (BBQ)

Show 'n Shine Day – Equipment at the Public Works Yard 200 Lakeshore Road
Loader, Grader, Backhoe, Snow Plow, Trackless, Sewer Flusher, Tandem (Water Truck),
Snow Blower, Street Sweeper

Discussion:

Doug Walsh provided the Committee with an updated schedule of events for Public Works week.

10. NEW BUSINESS

10.1 Haileybury Water Treatment Plant Sedimentation Tank rebuild

Discussion:

The quote that staff received for the rebuilding of the sedimentation tank is much higher than anticipated and noted in the 2018 Capital letter from OCWA. It is staff's recommendation to defer the project to 2019 when it can be properly budgeted for.

Recommendation PW-2018-024

Moved by: Mayor Carman Kidd

Be it resolved that:

The Public Works Committee hereby supports the deferral of the Haileybury Water Treatment Plant sedimentation tank rebuild as a capital project in 2018 to 2019.

Carried

10.2 Dust Control – Radley Hill Road

Discussion:

Chris Oslund has received a call from a resident on Radley Hill road who is concerned about the overall condition of the road, specifically the amount of dust. Doug Walsh stated that the public works staff do all they can from an operations point of view, including using a water truck and liquid calcium.

10.3 Community Safety Zone – St. Michel School

Discussion:

Councillor Jelly brought forward a recommendation that was recently supported by the Police Services Board regarding the implementation of a Community Safety Zone on Highway 11, in the area of St. Michel School. Ideally, the Committee would like to see the speed limit dropped from an 80 km/hr zone.

Recommendation PW-2018-025

Moved by: Mayor Carman Kidd

Be it resolved that:

The Public Works Committee hereby supports the recommendation of the Police Services Board regarding the Community Safety Zone at St. Michel school; and hereby requests that the recommendation be brought forward to Council for their support.

Carried

10.4 Roadside cutting - New Liskeard Cemetery

Discussion:

Carman Kidd inquired as to the status of all the trees that were cut down along the side of pioneer cemetery and have just been laying there. Doug Walsh stated that Hydro One cut the trees and are responsible for the pick up.

10.5 DTSSAB Housing Update

Discussion:

Staff have received a revised site plan for the Development. Staff have no concerns with the development at this time.

11. ADMINISTRATIVE REPORTS

PW-029-2018: Tender award – Supply, mix and stockpile winter sand

PW-030-2018: Supply and Delivery of Bulk Course Highway salt

PW-031-2018: Streetscan Proposal – 2018 Sidewalk Scan

PW-032-2018: North Cobalt Water stabilization

PW-033-2018: FCM Funding Application Submission

12. NEXT MEETING

The next meeting of the Public Works Committee is scheduled for June 21, 2018 to commence at 8:30 a.m.

13. ADJOURNMENT

Recommendation PW-2018-022

Moved by: Mayor Carman Kidd

Be it resolved that:

The Public Works Committee meeting is adjourned at 10:38 a.m.

Carried

DRAFT



Memo

To: Mayor and Council
From: Chantal Charbonneau, Enterprise Temiskaming
Date: June 19, 2018
Subject: Transfer of Vehicle Lease – Enterprise Temiskaming to STCFDC
Attachments: None

Mayor and Council:

The City of Temiskaming Shores has a three-year lease with Toyota through By-law No. 2017-067 for the vehicle that is solely used by Enterprise Temiskaming for their Outreach in the District of Timiskaming.

By-law No. 2017-067 expires in 2020; however, following the divestiture of the Enterprise Temiskaming program by the City, the remaining lease needs to be transferred to the South Temiskaming Community Futures Development Corporation which is now hosting the Small Business Centre.

In order to permit the transfer of the lease Council needs to repeal By-law No. 2017-067. Therefore it is recommended that Council repeal the 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"

Chantal Charbonneau
Manager/Business Consultant

Shelly Zubyck
Director of Corporate Services

Christopher W. Oslund
City Manager

Memo

To: Mayor and Council
From: Jennifer Pye, Planner
Date: June 19, 2018
Subject: Deeming By-law for 265 & 267 Crystal Cres. (Lots 22 & 23 on Plan 54M-360)
Attachments: **Appendix 01** - Request for Deeming By-law
Appendix 02 - Draft Deeming By-law

Mayor and Council:

Nicholas Kostyc has submitted a request for a deeming by-law for his property at 265 and 267 Crystal Crescent, Dymond. Mr. Kostyc's house is located on 267 Crystal Crescent, and he also owns the adjacent property at 265 Crystal Crescent, which is currently vacant.

Mr. Kostyc is proposing to install a swimming pool on the property at 265 Crystal Crescent; since a swimming pool is considered as an accessory structure, 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 Low Density Residential (R2) 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:
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"Original signed by"

Jennifer Pye
Planner

"Original signed by"

Shelly Zubyck
Director of Corporate Services

"Original signed by"

Christopher W. Oslund
City Manager

Dave Treen

From: Nick Kostyc [REDACTED]
Sent: June-07-18 4:50 PM
To: Jennifer Pye
Subject: Merge On Title
Attachments: 55009656452_F863198D-47A1-478E-A7ED-C0BD99343707 copy.jpg; 55009657517_AF035A18-08D0-42F2-BD71-2D09110B2282 copy.jpg

Good Afternoon Jennifer,

I'm sending you a formal request for you to begin the "Merge On Title" paperwork for the address' of ...

267 Crystal Cres. (Lot 22) & 265 Crystal Cres. (Lot 23)

I've attached two photos of the paperwork with the legal plot names.

Please use Ramsay Law Office in New Liskeard for the "Register On Title" paperwork.

I'll be by tomorrow (Friday) to pay the deeming by-law fees.

Please let me know if your need something else.

Thank you for your assistance.



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 265 and 267 Crystal Crescent – Roll Nos. 54-18-020-002-144.23 and 54-18-020-002-144.24

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 22 and Lot 23, Plan 54M-360;

And whereas Council considered Memo No. 005-2018-CGP at the June 19, 2018 Regular Council meeting and directed staff to prepare the necessary by-law to deem Lots 22 and 23 on Plan 54M-360 to no longer be Lots on a Plan of Subdivision 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 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) Plan 54M-360, Lot 22; and
 - b) Plan 54M-360, Lot 23;
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 19th day of June, 2018.

Mayor – Carman Kidd

Clerk – David B. Treen

Schedule “A”

City of Temiskaming Shores



265 & 267 Crystal Crescent

Memo

To: Mayor and Council
From: David B. Treen, Municipal Clerk
Date: June 19, 2018
Subject: Repeal of By-law No. 2009-054 Site Plan Control Assurances
Attachments: None

Mayor and Council:

At the June 5, 2018 Regular Council meeting Administrative Report CS-014-2018 was considered resulting in the adoption of By-law No. 2018-097 being a by-law to designate the City of Temiskaming Shores as a Site Plan Control Area.

By-law No. 2018-097 also repealed by-laws from Dymond (2013-143), New Liskeard (2218) and Haileybury (1994-036) related to Site Plan Control within their respective boundaries.

By-law No. 2009-054 being a by-law to adopt a Policy with respect to Site Plan Control Assurances and is applicable to all three former municipalities. These assurances have been incorporated into By-law No. 2018-097, thus By-law No. 2009-054 should have been repealed at the time By-law No. 2018-097 was adopted.

It is recommended that Council direct staff to prepare the necessary by-law to repeal By-law No. 2009-054 for consideration at the June 19, 2018 Regular Council meeting.

Prepared by:	Reviewed by:	Reviewed and submitted for Council's consideration by:
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"Original signed by"

"Original signed by"

"Original signed by"

David B. Treen
 Municipal Clerk

Shelly Zubycyk
 Director of Corporate
 Services

Christopher W. Oslund
 City Manager

Subject: Lease Reassignment – Dr. Daniil
Subbotin Dentistry Professional Corporation

Report No.: CS-025-2018
Agenda Date: June 19, 2018

Attachments

Appendix 01: Draft Lease Agreement “A”

Appendix 02: Draft Lease Agreement “B”

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-025-2018; and
2. That Council directs staff to prepare the necessary by-laws (2) and lease agreements with Dr. Daniil Subbotin Dentistry Professional Corporation for the use of office space in the Haileybury Medical Center and the repeal of By-laws No. 2013-087 and No. 2014-004 (Dr. Bakalov) conditional on the transaction between Dr. Subbotin and Dr. Bakalov for consideration at the July 10, 2018 Regular Council meeting.

Background

Dr. Dimitar Bakalov has been occupying space in the Haileybury Medical Center since 2012 to operate a dentistry office. The City has two lease agreements (By-law No. 2013-087 & By-law No. 2014-002) with Dr. Bakalov for two separate spaces for a total of 3,572 square feet.

At the end of May, staff were notified of Dr. Bakalov’s intention to sell the business to Dr. Daniil Subbotin Dentistry Professional Corporation.

Analysis

As a condition to closing Epiciti Health Services Inc. requires an assignment of the leases from Dr. Dimitar Bakalov Dentistry Professional Corporation. This assignment pertains to both leases in place for Dr. Bakalov’s corporation.

Epiciti Health Services Inc. requires two amendments to the current leases as follows:

1. An additional five year option to extend, giving the tenant 2 further options to extend after the current term ends. The clause would read as follows:

“**Extension** – Provided that the Tenancy has been in substantial compliance with the terms and conditions of the Lease and has promptly paid all rent due during the term, the Tenancy shall have an option to extend the Lease for a further two (2) terms of five (5) years each commencing on the expiry date of the previous term; provided that written notice is given to the Landlord at least six month prior to the expiry of the term. Such extension shall be on the same terms and conditions contained in this lease, except for the rent and there shall be no further extension option. The tenancy shall execute an extension agreement incorporating the terms and condition of such extension.

Rent for the extended term shall be the fair market rental for similar premises in the area of the Building at the time of extension but in no event shall the rent be less than the rent payable during the last year of the term. If the parties are unable to agree on the fair market rental, if applicable, within three months prior to the commencement of the term of extension, the matter shall be referred to arbitration in accordance with the Arbitrations Act, 1991 (Ontario). The costs of such arbitration shall be borne by the parties in equal shares.”

2. An exclusivity clause to ensure they are the only dental practice in the building. The clause would read as follows:

“**Exclusivity** - The Lessor shall not, during the Term or any renewals or extensions thereof, lease or permit any space in the Building (or any additions thereto) to be used for the purpose of any other dental practice which would in the Tenant's view be competitive with the business to be carried on in the Premises.”

In the event that the transaction does not close between Dr. Bakalov and Dr. Daniil Subbotin Dentistry Professional Corporation, the lease would remain as is.

Staff does not have any objections to the two (2) clauses above.

The lease agreements will be presented to Council at the July 10th, 2018 Regular Council meeting for adoption through by-laws. This allows the transaction between Dr. Bakalov and Dr. Subbotin to close.

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

Currently the city receives a total of \$4,097 per month in revenues from the two lease agreements. The rental rate is increased in accordance with the Consumer Price Index annually.

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

SCHEDULE "A" TO BY-LAW NO. XXX

DATED THIS 10th DAY OF JULY, 2018.

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES

- AND -

DR. DANIIL SUBBOTIN DENTISTRY PROFESSIONAL CORPORATION

LEASE

Shelly Zubyck
Director of Corporate Services
THE CORPORATION OF THE CITY OF TEMISKAMING SHORES
P.O. Box 2050
HAILEYBURY, Ontario
P0J 1K0

THIS LEASE made this 10th day of July, 2018.

BETWEEN: **THE CORPORATION OF THE CITY OF TEMISKAMING SHORES**
(hereinafter called the "Lessor")

-and-

DR. DANIIL SUBBOTIN DENTISTRY PROFESSIONAL CORPORATION. (hereinafter called the "Lessee")

WHEREAS the Lessor is the owner of the lands described as follows: Part Lot 13 and Part Lot 137, Concession 3, as shown on Plan M-58, Parcel 19899SST in the City of Temiskaming Shores, District of Timiskaming, in the Province of Ontario, (hereinafter called the "Land"), and there is located on the Lands a building (hereinafter called the "Building"), having an entrance off Meridian Avenue in the City of Temiskaming Shores, in the Province of Ontario.

AND WHEREAS the parties hereto have agreed to enter into this Lease.

1. LEASED PREMISES

The Lessor hereby demises and leases to the Lessee part of the **lower level** in the Lessor's Building containing a rentable area of One Thousand Eight Hundred and Seventy Eight Square Feet (1878 f2) located at 95 Meridian Avenue, City of Temiskaming Shores, Ontario being hereinafter called the "premises".

Ingress and Egress

TOGETHER with the right of ingress and egress for the Lessee's employees, servants, agents, customers, and invitees, and the use of parking areas, driveways, sidewalks, common loading and stopping areas in and about the Lands and Building (hereinafter called the "common areas").

2. TERM

TO HOLD the premises for a term commencing on the 1st day of August, 2018 and ending on the 6th day of June, 2023.

3. RENT

AND PAYING therefore, to the Lessor, subject to the provisions of this Lease, the sum of Two Thousand One Hundred Ninety One Dollars **(\$2,191)** per month plus HST representing a lease rate of \$15.84 per square foot with a reduction of \$1.84 per square foot in lieu of lease hold improvements. Rent is payable to the City of Temiskaming Shores and due on the first day of each and every month during

the term hereof. Such payment to be mailed to P.O. Box 2050 Haileybury, Ontario P0J 1K0. AND the parties hereto covenant and agree as follows:

4. TENANT'S COVENANTS

The Tenant covenants with the Landlord:

- a) Rent** - to pay rent;
- b) Telephone** - to pay when due the cost of the telephone and intercom services supplied to the premises;
- c) Repair** - to repair, reasonable wear and tear and damage by fire, lightning and tempest only excepted; and to permit the Landlord 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 Landlord 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 Landlord, 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 Landlord** - to permit the Landlord 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 Landlord 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 Landlord 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) Exhibiting premises** - to permit the Landlord or its agents to exhibit the premises to prospective Tenants between the hours of 9:00 a.m. and 11:00 p.m. during the last month of the term;
- i) Alterations** - not to make or erect in or to the premises any installation, alteration, addition, or partition without submitting plans and specifications to the Landlord and obtaining the Landlord's prior written consent (in each instance); such work shall if the Landlord so elects, be performed by employees of or contractors designated by the Landlord; in the absence of such election, such work may be performed with the Landlord's consent in writing (given prior to letting of contract) by contractors engaged by the Tenant but in each case only under written contract approved in writing by the Landlord and subject to all conditions which the Landlord may impose; the Tenant shall submit to the Landlord or the Tenant'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 Landlord that certain equipment is to be installed and to be placed at convenient places as designated by the Tenant;
- j) Name of building** - not to refer to the building by any other name other than that designated from time to time by the Landlord nor use the name of the building for any purpose except as the business address of the Tenant;

5. LANDLORD'S COVENANTS

The Landlord 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 Landlord on account thereof;

- c) **Air conditioning** - to install and operate air conditioning units to air condition the premises at the expense of the Landlord;
- d) **Electricity and water** - to pay for the electricity and water supplied to the premises;
- e) **Janitor service** - to cause, when reasonably necessary, given the professional nature of the Tenant's use of the premises, (from time to time) the floors and windows of the premises to be vacuumed, swept and cleaned and the desks, tables and other furniture of the Tenant to be dusted, but (with the exception of the obligation to cause the work to be done) the Landlord shall not be responsible for any act or omission or commission on the part of the person or persons employed to perform such work, provided vacuuming, sweeping and dusting to be done daily five days of the week;
- f) **Heat** - to heat the premises;
- g) **Structural soundness** - to keep the premises, common areas and parking lot structurally sound and to look after any structural defects which may arise;

6. PROVISOS

Provided always and it is hereby agreed as follows:

- a) **Fixtures** - The Tenant may remove his fixtures, but all installations, alterations, additions, partitions and fixtures except trade or Tenant's fixtures in or upon the premises, whether placed there by the Tenant or by the Landlord, shall be the Landlord's property without compensation therefore to the Tenant and shall not be removed from the premises at any time (either during or after the term);
- b) **Fire** - In case of damage to the premises by fire, lightning or tempest, rent shall cease until the premises are rebuilt; and the Landlord, instead of rebuilding or making the premises fit for the purpose of the Tenant, may at its option terminate this lease on giving to the Tenant within thirty days after such fire, lightning or tempest, notice in writing of its intention (so to do) and thereupon rent and any other payments for which the Tenant is liable under this lease shall be apportioned and paid to the date of such fire, lightning or tempest, and the Tenant shall immediately deliver up possession of the premises to the Landlord;
- c) **Damage to property** - The Landlord shall not be liable nor responsible in any way for any loss of or damage or injury to any property belonging to

the Tenant or to the employees of the Tenant 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 Landlord 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 Tenant;

- d) Impossibility of performance** - It is understood and agreed that whenever and to the extent that the Landlord shall be unable to fulfill, or shall be delayed or restricted in fulfilling any obligation hereunder for the supply or provision of any service or utility or the doing of any work or the making of any repairs because it is unable to obtain the material, goods, equipment, service, utility or labour required to enable it to fulfill such obligations or by reason of any statute, law or order-in-council or any regulation or order passed or made pursuant thereto or by reason of the order or direction of any administrator, controller or board, or any government department or officer or other authority, or by reason of not being able to obtain any permission or authority required thereby, or by reason of any other cause beyond its control whether of the foregoing character or not, the Landlord shall be relieved from the fulfillment of such obligation and the Tenant shall not be entitled to compensation for any inconvenience, nuisance or discomfort thereby occasioned;
- e) Default of Tenant** - If the rent reserved or any part thereof shall not be paid on the day appointed for payment, whether lawfully demanded or not, or in case of breach or non-observance or non-performance of any of the covenants or agreements or rules or regulations herein contained or referred to on the part of the Tenant to be observed and performed, or in case the premises shall be vacated or remain unoccupied or in case the term shall be taken in execution or attachment for any cause whatsoever, (and in every such case) the Landlord shall be entitled thereafter to enter (into and) upon the premises (or any part thereof in the name of the whole) and the same to (have again), repossess and enjoy as of its former estate, anything herein contained to the contrary notwithstanding;
- f) Bankruptcy of Tenant** - In case without the written consent of the Landlord the premises shall remain vacant or not used for the period of fifteen days or be used by any other person than the Tenant or for any other purpose than that for which they were let or in case the term or any of the goods and chattels of the Tenant shall at any time be seized in execution or attachment by any creditor of the Tenant or if the Tenant shall make any assignment for the benefit of creditors or any bulk sale of any act (now or hereafter in force) for bankrupt or insolvent debtors (or if

the Tenant is a company any order shall be made for the winding up of the Tenant), then in any such case this lease shall at the option of the Landlord cease and terminate and the term shall immediately become forfeited and void and the current month's rent and the next ensuing three month's rent shall immediately become due and payable and the Landlord may re- enter and take possession of the premises as though the Tenant or other occupant (or occupants) of the premises was (or were) holding over after the expiration of the term without any right whatever;

g) Distress - The Tenant waives and renounces the benefit of any present or future statute taking away or limiting the Landlord's right of distress, and covenants and agrees that notwithstanding any such statute none of the goods and chattels of the Tenant on the premises at any time during the term shall be exempt from levy by distress for rent in arrears;

h) Right of re-entry - On the Landlord's becoming entitled to re-enter the premises under any of the provisions of this lease, the Landlord in addition to all other rights may do so as the agent of the Tenant, using force if necessary, without being liable for any prosecution therefore, and may re-let the premises as agent of the Tenant, and receive the rent therefore, and as agent of the Tenant may take possession of any furniture or other property on the premises and sell the same at a public or private sale without notice and apply the proceeds of such sale and any rent derived from re-letting the premises upon account of rent under this lease, and the Tenant shall be liable to the landlord for any deficiency;

i) Right of termination by the Tenant

The lease may be terminated for any valid operational reason with the consent of both parties and upon payment of three months rent in lieu of notice. Consent will not be unreasonably withheld.

j) Right of termination by the Landlord

On the Landlord's becoming entitled to re-enter the premises under any of the provisions of this lease, the Landlord, 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 Tenant 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 Landlord, and the Landlord may re-enter and take possession of the premises;

k) Non-waiver - Any condoning, excusing or overlooking by the Landlord of any default, breach or non-observance by the Tenant at any time in respect of any covenant, provision or condition herein contained shall not operate as a waiver of the Landlord's rights hereunder in respect of any

subsequent default, breach or non-observance, and shall not defeat or affect in any way the rights of the Landlord herein in respect to any default, breach or non-observance by the Landlord, mutatis mutandis.

- l) Over-holding** - If the Tenant shall continue to occupy the premises after the expiration of this lease with or without the consent of the Landlord, and without any further written agreement, the Tenant shall be a monthly Tenant at the monthly rental herein mentioned and on the terms and conditions herein set out except as to length of tenancy.
- m) Arbitration** - Any dispute between the parties hereto arising out of the provision of this lease shall be referred to the arbitration of three persons, one to be appointed by each of the parties hereto and the third to be chosen by the two so appointed. If either of the parties fails to appoint an arbitrator for 15 days after the one party has appointed an arbitrator and has notified the other party in writing of the appointment and of the matter in dispute to be dealt with, the decision of the arbitrator appointed by the first of such parties shall be final and binding on both of the parties hereto. If the two arbitrators appointed by the parties hereto fail to agree upon a third arbitrator for 15 days after the appointment of the second arbitrator, either party hereto may apply on 15 days' notice (written) giving the order to a Judge of the District Court of the District of Timiskaming as a *persona designata* to appoint such third arbitrator. The said Judge, upon proof of such failure of appointment and of the giving of such notice, may forthwith appoint an arbitrator to act as such third arbitrator. If any arbitrator refuses to act or is incapable of acting or dies, a substitute for him may be appointed in the manner herein before provided. The decision of the three arbitrators so appointed, or a majority of them, shall be final and binding upon the parties hereto. All costs and expenses of any such arbitration shall be borne by the parties hereto equally;
- n) Subordination** - This lease and everything herein contained shall be postponed to any charge or charges now or from time to time hereafter created by the Landlord in respect of the premises by way of institutional mortgage or mortgages and to any extension, renewal, modification, consolidation or replacement thereof, and the Tenant covenants that it will promptly at any time during the term hereof as required by the Landlord give all such further assurances to this provision as may be reasonably required to evidence and effectuate this postponement of its rights and privileges hereunder to the holders of any such charge or charges. The Tenant further covenants on demand at any time to execute and deliver to the Landlord at the Landlord's expense any and all instruments which may be necessary or proper to subordinate this lease and the Tenant's rights hereunder to the lien or liens of any such extension, renewal, modification, consolidation, replacement or new mortgage or mortgages, and the Tenant hereby irrevocably constitutes and appoints the Landlord as its

attorney with full power and authority to execute any necessary documents in the implementation hereof for and on behalf of the Tenant and any assumption of this lease by any assignee of the Tenant named herein shall in itself include this provision so that the assignee assuming this lease does thereby irrevocably constitute and appoint the Landlord as its attorney with full power and authority to execute any necessary documents in the implementation hereof for or on behalf of the said assignee;

- o) Notice** - Any notice required or contemplated by any provision of this lease shall be deemed sufficiently given if contained in writing enclosed in a sealed envelope addressed, in the case of notice of the Landlord, to it, at c/o Shelly Zubyck, 325 Farr Drive, P.O. Box 2050, Haileybury, Ontario. P0J 1K0, and in the case of notice to the Tenant, to the premises and deposited in one of Her Majesty's post offices in Haileybury, Ontario, registered and prepaid. The date of receipt of such notice shall be the fourth day next following the date of so mailing by registered mail. Provided that either party may, by notice to the other, designate another address in Canada to which notices mailed or delivered more than ten days thereafter shall be addressed.
- p) Exclusivity** - The Lessor shall not, during the Term or any renewals or extensions thereof, lease or permit any space in the Building (or any additions thereto) to be used for the purpose of any other dental practice which would in the Tenant's view be competitive with the business to be carried on in the Premises.
- q) Extension** – Provided that the Tenancy has been in substantial compliance with the terms and conditions of the Lease and has promptly paid all rent due during the term, the Tenancy shall have an option to extend the Lease for a further two (2) terms of five (5) years each commencing on the expiry date of the previous term; provided that written notice is given to the Landlord at least six month prior to the expiry of the term. Such extension shall be on the same terms and conditions contained in this lease, except for the rent and there shall be no further extension option. The tenancy shall execute an extension agreement incorporating the terms and condition of such extension.

Rent for the extended term shall be the fair market rental for similar premises in the area of the Building at the time of extension but in no event shall the rent be less than the rent payable during the last year of the term. If the parties are unable to agree on the fair market rental, if applicable, within three months prior to the commencement of the term of extension , the matter shall be referred to arbitration in accordance with

the Arbitrations Act, 1991 (Ontario). The costs of such arbitration shall be borne by the parties in equal shares.”

- r) **Conditional Period** - The Tenant's obligations under this Lease are subject to and conditional upon the Tenant purchasing the dental practice currently operated by Dr. Dimitri Bakolov the Building on or before 5:00 p.m. on July 30, 2018 (the “Tenant’s Conditional Period”). This condition is for the sole benefit of the Tenant and may be waived by it. Unless the Tenant notifies the Landlord in writing on or before the expiry of the Tenant’s Conditional Period that this condition has satisfied or waived by it, then this Lease shall be at an end and of no further force or effect and the obligations of the parties hereunder shall cease.

7. 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.

8. EFFECT OF LEASE

This lease and everything herein contained, shall extend to and bind and may be taken advantage of by the heirs, executors, administrators, successors and assigns, as the case may be, of each (and every) of the parties hereto, and where there is more than one Tenant or there is a female party or a corporation, the provisions hereof shall be read with all grammatical changes thereby rendered necessary and all covenants shall be deemed joint and several.

IN WITNESS WHEREOF the Party of the First Part has hereunto affixed its corporate seal attested by the hands of its duly authorized officers, and the Party of the Second Part has hereunto set its hand and seal by execution under seal by each and every individual comprising the Party of the Second Part.

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES

PER _____ CLERK

PER _____ MAYOR

SIGNED, SEALED AND DELIVERED

in the presence of:

LESSEE

WITNESS



Schedule A to
By-law No. 2018-xxx
Agreement between
The Corporation of the City of Temiskaming Shores
and
DR. DANIIL SUBBOTIN DENTISTRY PROFESSIONAL CORPORATION
for the rental of space at the
Haileybury Medical Centre

Lease Agreement

between:

The Corporation of The City of Temiskaming Shores

and:

DR. DANIIL SUBBOTIN DENTISTRY PROFESSIONAL CORPORATION

Lease

Corporate Services
The Corporation of The City of Temiskaming Shores
P.O. Box 2050
Haileybury, Ontario
P0J 1K0

This Lease made this X day of July 2018

Between:

The Corporation of the City of Temiskaming Shores
(hereinafter called the "Lessor")

And:

DR. DANIIL SUBBOTIN DENTISTRY PROFESSIONAL CORPORATION
(hereinafter called the "Lessee")

Whereas the Lessor is the owner of the lands described as follows: Part Lot 13 and Part Lot 137, Concession 3, as shown on Plan M-58, Parcel 19899SST in the City of Temiskaming Shores, District of Timiskaming, in the Province of Ontario, (hereinafter called the "Land"), and there is located on the Lands a building (hereinafter called the "Building"), having an entrance off Meridian Avenue in the City of Temiskaming Shores, in the Province of Ontario.

And whereas the parties hereto have agreed to enter into this Lease.

1. Leased Premises

The Lessor hereby demises and leases to the Lessee part of the **lower level** in the Lessor's Building containing a rentable area of One Thousand Six Hundred and ninety four Square Feet (1,694 ft.) located at 95 Meridian Avenue, City of Temiskaming Shores, Ontario being hereinafter called the "premises".

2. Ingress and Egress

Together with the right of ingress and egress for the Lessee's employees, servants, agents, customers, and invitees, and the use of parking areas, driveways, sidewalks, common loading and stopping areas in and about the Lands and Building (hereinafter called the "common areas").

3. Term

To hold the premises for a term commencing on the 1st day of August, 2018 and ending on the 6th day of June, 2023.

4. Rent

And Paying therefore, to the Lessor, subject to the provisions of this Lease, the sum of Two Thousand Forty Four Dollars and Seventy Five Cents (**\$2,044.64**) **per month plus HST representing a lease rate of \$14.48 per square foot.** Rent is payable to the City of Temiskaming Shores and due on the first day of each and every month during the term hereof. Rent will be increased annually for

the duration of the term using a Consumer Price Index percentage. Such payment to be mailed to P.O. Box 2050 Haileybury, Ontario P0J 1K0.

And the parties hereto covenant and agree as follows:

5. Tenant's Covenants

The Tenant covenants with the Landlord:

- a) **Rent** - to pay rent;
- b) **Telephone** - to pay when due the cost of the telephone and intercom services supplied to the premises;
- c) **Repair** - to repair, reasonable wear and tear and damage by fire, lightning and tempest only excepted; and to permit the Landlord 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 Landlord 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 Landlord, 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 Landlord** - to permit the Landlord 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 Landlord 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 Landlord 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) Exhibiting premises** - to permit the Landlord or its agents to exhibit the premises to prospective Tenants between the hours of 9:00 a.m. and 11:00 p.m. during the last month of the term;
 - i) Alterations** - not to make or erect in or to the premises any installation, alteration, addition, or partition without submitting plans and specifications to the Landlord and obtaining the Landlord's prior written consent (in each instance); such work shall if the Landlord so elects, be performed by employees of or contractors designated by the Landlord; in the absence of such election, such work may be performed with the Landlord's consent in writing (given prior to letting of contract) by contractors engaged by the Tenant but in each case only under written contract approved in writing by the Landlord and subject to all conditions which the Landlord may impose; the Tenant shall submit to the Landlord or the Tenant'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 Landlord that certain equipment is to be installed and to be placed at convenient places as designated by the Tenant;
 - j) Name of building** - not to refer to the building by any other name other than that designated from time to time by the Landlord nor use the name of the building for any purpose except as the business address of the Tenant;

6. Landlord's Covenants

The Landlord 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 Landlord on account thereof;
- c) Air conditioning** - to install and operate air conditioning units to air condition the premises at the expense of the Landlord;

- d) **Electricity and water** - to pay for the electricity and water supplied to the premises;
- e) **Janitor service** - to cause, when reasonably necessary, given the professional nature of the Tenant's use of the premises, (from time to time) the floors and windows of the premises to be vacuumed, swept and cleaned and the desks, tables and other furniture of the Tenant to be dusted, but (with the exception of the obligation to cause the work to be done) the Landlord shall not be responsible for any act or omission or commission on the part of the person or persons employed to perform such work, provided vacuuming, sweeping and dusting to be done daily five days of the week;
- f) **Heat** - to heat the premises;
- g) **Structural soundness** - to keep the premises, common areas and parking lot structurally sound and to look after any structural defects which may arise;

7. Provisos

Provided always and it is hereby agreed as follows:

- a) **Fixtures** - The Tenant may remove his fixtures, but all installations, alterations, additions, partitions and fixtures except trade or Tenant's fixtures in or upon the premises, whether placed there by the Tenant or by the Landlord, shall be the Landlord's property without compensation therefore to the Tenant and shall not be removed from the premises at any time (either during or after the term);
- b) **Fire** - In case of damage to the premises by fire, lightning or tempest, rent shall cease until the premises are rebuilt; and the Landlord, instead of rebuilding or making the premises fit for the purpose of the Tenant, may at its option terminate this lease on giving to the Tenant within thirty days after such fire, lightning or tempest, notice in writing of its intention (so to do) and thereupon rent and any other payments for which the Tenant is liable under this lease shall be apportioned and paid to the date of such fire, lightning or tempest, and the Tenant shall immediately deliver up possession of the premises to the Landlord;
- c) **Damage to property** - The Landlord shall not be liable nor responsible in any way for any loss of or damage or injury to any property belonging to the Tenant or to the employees of the Tenant 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 Landlord 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 Tenant;

- d) Impossibility of performance** - It is understood and agreed that whenever and to the extent that the Landlord shall be unable to fulfill, or shall be delayed or restricted in fulfilling any obligation hereunder for the supply or provision of any service or utility or the doing of any work or the making of any repairs because it is unable to obtain the material, goods, equipment, service, utility or labour required to enable it to fulfill such obligations or by reason of any statute, law or order-in-council or any regulation or order passed or made pursuant thereto or by reason of the order or direction of any administrator, controller or board, or any government department or officer or other authority, or by reason of not being able to obtain any permission or authority required thereby, or by reason of any other cause beyond its control whether of the foregoing character or not, the Landlord shall be relieved from the fulfillment of such obligation and the Tenant shall not be entitled to compensation for any inconvenience, nuisance or discomfort thereby occasioned;
- e) Default of Tenant** - If the rent reserved or any part thereof shall not be paid on the day appointed for payment, whether lawfully demanded or not, or in case of breach or non-observance or non-performance of any of the covenants or agreements or rules or regulations herein contained or referred to on the part of the Tenant to be observed and performed, or in case the premises shall be vacated or remain unoccupied or in case the term shall be taken in execution or attachment for any cause whatsoever, (and in every such case) the Landlord shall be entitled thereafter to enter (into and) upon the premises (or any part thereof in the name of the whole) and the same to (have again), repossess and enjoy as of its former estate, anything herein contained to the contrary notwithstanding;
- f) Bankruptcy of Tenant** - In case without the written consent of the Landlord the premises shall remain vacant or not used for the period of fifteen days or be used by any other person than the Tenant or for any other purpose than that for which they were let or in case the term or any of the goods and chattels of the Tenant shall at any time be seized in execution or attachment by any creditor of the Tenant or if the Tenant shall make any assignment for the benefit of creditors or any bulk sale of any act (now or hereafter in force) for bankrupt or insolvent debtors (or if the Tenant is a company any order shall be made for the winding up of the Tenant), then in any such case this lease shall at the option of the Landlord cease and terminate and the term shall immediately become forfeited and void and the current month's rent and the next ensuing three month's rent shall immediately become due and payable and the Landlord

may re- enter and take possession of the premises as though the Tenant or other occupant (or occupants) of the premises was (or were) holding over after the expiration of the term without any right whatever;

- g) Distress** - The Tenant waives and renounces the benefit of any present or future statute taking away or limiting the Landlord's right of distress, and covenants and agrees that notwithstanding any such statute none of the goods and chattels of the Tenant on the premises at any time during the term shall be exempt from levy by distress for rent in arrears;
- h) Right of re-entry** - On the Landlord's becoming entitled to re-enter the premises under any of the provisions of this lease, the Landlord in addition to all other rights may do so as the agent of the Tenant, using force if necessary, without being liable for any prosecution therefore, and may re-let the premises as agent of the Tenant, and receive the rent therefore, and as agent of the Tenant may take possession of any furniture or other property on the premises and sell the same at a public or private sale without notice and apply the proceeds of such sale and any rent derived from re-letting the premises upon account of rent under this lease, and the Tenant shall be liable to the landlord for any deficiency;
- i) Right of termination by the Tenant**
The lease may be terminated for any valid operational reason with the consent of both parties and upon payment of three months rent in lieu of notice. Consent will not be unreasonably withheld.
- j) Right of termination by the Landlord**
On the Landlord's becoming entitled to re-enter the premises under any of the provisions of this lease, the Landlord, 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 Tenant 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 Landlord, and the Landlord may re-enter and take possession of the premises;
- k) Non-waiver** - Any condoning, excusing or overlooking by the Landlord of any default, breach or non-observance by the Tenant at any time in respect of any covenant, provision or condition herein contained shall not operate as a waiver of the Landlord's rights hereunder in respect of any subsequent default, breach or non-observance, and shall not defeat or affect in any way the rights of the Landlord herein in respect to any default, breach or non-observance by the Landlord, mutatis mutandis.
- l) Over-holding** - If the Tenant shall continue to occupy the premises after the expiration of this lease with or without the consent of the Landlord, and

without any further written agreement, the Tenant shall be a monthly Tenant at the monthly rental herein mentioned and on the terms and conditions herein set out except as to length of tenancy.

- m) Arbitration** - Any dispute between the parties hereto arising out of the provision of this lease shall be referred to the arbitration of three persons, one to be appointed by each of the parties hereto and the third to be chosen by the two so appointed. If either of the parties fails to appoint an arbitrator for 15 days after the one party has appointed an arbitrator and has notified the other party in writing of the appointment and of the matter in dispute to be dealt with, the decision of the arbitrator appointed by the first of such parties shall be final and binding on both of the parties hereto. If the two arbitrators appointed by the parties hereto fail to agree upon a third arbitrator for 15 days after the appointment of the second arbitrator, either party hereto may apply on 15 days' notice (written) giving the order to a Judge of the District Court of the District of Timiskaming as a *persona designata* to appoint such third arbitrator. The said Judge, upon proof of such failure of appointment and of the giving of such notice, may forthwith appoint an arbitrator to act as such third arbitrator. If any arbitrator refuses to act or is incapable of acting or dies, a substitute for him may be appointed in the manner herein before provided. The decision of the three arbitrators so appointed, or a majority of them, shall be final and binding upon the parties hereto. All costs and expenses of any such arbitration shall be borne by the parties hereto equally;
- n) Subordination** - This lease and everything herein contained shall be postponed to any charge or charges now or from time to time hereafter created by the Landlord in respect of the premises by way of institutional mortgage or mortgages and to any extension, renewal, modification, consolidation or replacement thereof, and the Tenant covenants that it will promptly at any time during the term hereof as required by the Landlord give all such further assurances to this provision as may be reasonably required to evidence and effectuate this postponement of its rights and privileges hereunder to the holders of any such charge or charges. The Tenant further covenants on demand at any time to execute and deliver to the Landlord at the Landlord's expense any and all instruments which may be necessary or proper to subordinate this lease and the Tenant's rights hereunder to the lien or liens of any such extension, renewal, modification, consolidation, replacement or new mortgage or mortgages, and the Tenant hereby irrevocably constitutes and appoints the Landlord as its attorney with full power and authority to execute any necessary documents in the implementation hereof for and on behalf of the Tenant and any assumption of this lease by any assignee of the Tenant named herein shall in itself include this provision so that the assignee assuming this lease does thereby irrevocably constitute and appoint the Landlord as its attorney with full power and authority to execute any necessary

documents in the implementation hereof for or on behalf of the said assignee;

- o) Notice** - Any notice required or contemplated by any provision of this lease shall be deemed sufficiently given if contained in writing enclosed in a sealed envelope addressed, in the case of notice of the Landlord, to it, at c/o Corporate Services, 325 Farr Drive, P.O. Box 2050, Haileybury, Ontario. P0J 1K0, and in the case of notice to the Tenant, to the premises and deposited in one of Her Majesty's post offices in Haileybury, Ontario, registered and prepaid. The date of receipt of such notice shall be the fourth day next following the date of so mailing by registered mail. Provided that either party may, by notice to the other, designate another address in Canada to which notices mailed or delivered more than ten days thereafter shall be addressed.
- p) Exclusivity** - The Lessor shall not, during the Term or any renewals or extensions thereof, lease or permit any space in the Building (or any additions thereto) to be used for the purpose of any other dental practice which would in the Tenant's view be competitive with the business to be carried on in the Premises.
- q) Extension** – Provided that the Tenant has been in substantial compliance with the terms and conditions of the Lease and has promptly paid all rent due during the term, the Tenancy shall have an option to extend the Lease for a further two (2) terms of five (5) years each commencing on the expiry date of the previous term; provided that written notice is given to the Landlord at least six month prior to the expiry of the term. Such extension shall be on the same terms and conditions contained in this lease, except for the rent and there shall be no further extension option. The tenancy shall execute an extension agreement incorporating the terms and condition of such extension.

Rent for the extended term shall be the fair market rental for similar premises in the area of the Building at the time of extension but in no event shall the rent be less than the rent payable during the last year of the term. If the parties are unable to agree on the fair market rental, if applicable, within three months prior to the commencement of the term of extension, the matter shall be referred to arbitration in accordance with the Arbitrations Act, 1991 (Ontario). The costs of such arbitration shall be borne by the parties in equal shares.”

- r) Conditional Period** - The Tenant's obligations under this Lease are subject to and conditional upon the Tenant purchasing the dental practice currently operated by Dr. Dimitri Bakolov the Building on or before 5:00 p.m. on July 30, 2018 (the “Tenant’s Conditional Period”). This condition

is for the sole benefit of the Tenant and may be waived by it. Unless the Tenant notifies the Landlord in writing on or before the expiry of the Tenant's Conditional Period that this condition has satisfied or waived by it, then this Lease shall be at an end and of no further force or effect and the obligations of the parties hereunder shall cease.

8. 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.

9. Effect of Lease

This lease and everything herein contained, shall extend to and bind and may be taken advantage of by the heirs, executors, administrators, successors and assigns, as the case may be, of each (and every) of the parties hereto, and where there is more than one Tenant or there is a female party or a corporation, the provisions hereof shall be read with all grammatical changes thereby rendered necessary and all covenants shall be deemed joint and several.

In witness whereof the Party of the First Part has hereunto affixed its corporate seal attested by the hands of its duly authorized officers, and the Party of the Second Part has hereunto set its hand and seal by execution under seal by each and every individual comprising the Party of the Second Part.

Signed, Sealed and Delivered in the presence of:

The Corporation of The City of Temiskaming Shores

Mayor

Clerk

Dr. Dimitar Bakalov Dentistry Professional Corporation

Dr. Bakalov

Witness

Subject: Request for in-kind Support
St. Paul & St. John Anglican Church Hall

Agenda Date: June 19, 2018
Report No.: CS-024-2018

Attachments

Appendix 01: Presentation from St. Paul & St. John Anglican Church

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-024-2018; and
2. That Council agrees to provide the following in-kind support to St. Paul & St. John Anglican Church relating to the construction of a new Church Hall:
 - Installation of a one-inch water service to the property line estimated at a cost of \$10,000
 - Waiving the Site Plan Agreement fees estimated at \$565
 - Waiving the Building Permit fees estimated at \$4,556

Background

On May 15, 2018 Council received a presentation from Kate Scott, Rector's Warden for St. Paul & St. John Anglican Church requesting the City's support in the construction of a new Church Hall.

Specifically, Ms. Scott requested the following on behalf of St. Paul & St. John Anglican Church:

- That Council consider waiving the tipping fees for the demolition of the current Church Hall
- That Council consider waiving any applicable planning related fees (zoning, site plan control, etc.)
- That Council consider waiving the Building Permit Fees associated with the construction of the new Church Hall
- That Council consider an 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.

Analysis

Staff met on June 8, 2018 to review the requests and discuss a recommendation to Council. A meeting was also held with representatives of St. Paul & St. John Church on June 11, 2018.

The following are staff's recommendations to Council:

1. **Demolition & Tipping Fees:**

Staff have recommended that the Church try and find someone who would remove the building and re-purpose it. Council has not supported the waiving of tipping fees for demolition of buildings in the past and due to our diminishing capacity at the Haileybury Landfill site it is not recommended that Council support waiving of the tipping fees and demolition permit.

2. **Planning Fees:**

The only planning related fee that would apply is the Site Plan Control Agreement estimated at \$565. Staff are recommending that Council consider waiving this fee. The Church would still be responsible for the costs associated with the development of the Site Plan (engineering/architect fees), the legal fees associated with registering the agreement on title and the security deposits (10% of the engineer's estimate for on-site works and services; 100% of the engineer's estimate for off-site works and services).

3. **Building Permit Fees:**

Based on the square footage of the proposed hall, the Chief Building Official has estimated that the building permit fee would be \$4,556. Staff are recommending that Council consider waiving this fee.

4. **Water/Sewer Hook-ups:**

In the past, Council has agreed to support non-profit organization with the provision of municipal services to the property line (i.e. Northdale Manor, DTSSAB). However, it has not been the City's practice to provide municipal services beyond the property line.

Currently the property has a ¾ inch water service from Rorke Avenue that services the existing hall, church and rectory. Sewer services provided off of Broadway Street and service the three buildings. There are no easements for water or sewer on title even though the Church and Rectory are separate properties. Staff have advised the Church representatives that this is something they should look into in the future.

There is no requirement to upgrade the sewer service currently servicing the property, however, staff is recommending that the water line be upgraded to a one-inch line or a separate service be installed for the new construction. The estimated cost to install a new water service to property line is \$10,000. Staff is

recommending that the Church be responsible for the costs associated with upgrading and providing water & sewer services located on their property.

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 estimated cost of the water service upgrades is a hard-cost to the City. Council has not approved a budget for these costs.

Waiving of the fees (estimated at \$5,121) represents lost revenue potential for the City but does not have a direct municipal cost.

Alternatives

- Deny the request for support
- Modify the recommendation

Submission

Prepared by:

“Original signed by”

Christopher W. Oslund
City Manager

May 15, 2018

Dear Mayor Kidd and City Council:

On behalf of St. Paul & St. John Anglican Church I would like to share with you an exciting opportunity for our community and request some assistance from the municipality.

For a number of years, St. Paul & St. John have been working on the design of a new, fully accessible, church hall which would service not only the needs of our parishioners but also the public at large.

In the package we have given you are the preliminary plans and details about the 2025 square foot building we propose to build.

Currently, there is no accessible hall located in Haileybury to serve the needs of our seniors and those who face accessibility barriers.

We expect there will be a number of private groups looking to use the hall for meetings, receptions and other activities. We are certainly hoping that this hall will be of great benefit to the community as a whole.

There are a number of social and recreational groups that have shown an interest in using our fully accessible hall if it were to be built: dance instructors, quilting groups and music groups for example.

A brief example of other groups we hope to work with is:

- The Timiskaming Health. They need locations, especially in the south end of our city that are warm and accessible, to offer Age Friendly Activities such as;
The Stand Up! Exercise programme.
Gentle Yoga
Tai Chi
- Timiskaming Home Support. We have worked with this group in the past and hope to do so again once we have a facility that is comfortable for the seniors who make use of their services and the volunteers that work at providing those services.
- The Ontario government. The Ministry of Seniors Affairs is encouraging the development of Seniors Active Living Centres where social, cultural, learning and recreational programs are offered. We have ascertained that the closest government recognized Active Living Centre to Temiskaming Shores is in Timmins so this is an opportunity that calls for further investigation.
- We hope that the City of Temiskaming Shores will consider using our facility as the needs arise.

We have also included in the package that we have given each of you a list of the charitable activities that we do for our own church family, our community and the world as a whole. We do many fund-raisers but the vast majority of the monies raised are not kept by the church but used for the benefit of the outside world. The church hall is our workshop. A new and better equipped hall will allow us to continue to do this beneficial work with greater ease and efficiency.

Members of St. John Anglican Church in New Liskeard merged with St. Paul in 2013 to become the new Church of St. Paul and St. John in Haileybury.

The funding for the New Hall Project has come, for the most part, from the sale of St. John's church building.

The Diocese of Algoma is holding these funds and will be releasing them as the bills for the building come due. The soil sampling and architect fees have already been paid by donations from church members.

Members of the congregation are continuing to make private donations to the new hall fund, there are a number of large donations expected and many fund-raisers have been held with more to come.

We have firm estimates for the building and equipping of this Hall and preliminary estimates for landscaping and other yard work. At this point in time we have seventy thousand dollars (\$70,000.00) left to raise to meet our goal.

Once we have all the clearances and permits needed we hope to begin this project July 2018.

We are a non-profit, community faith organization that provides a variety of services to the community and we hope that the City recognizes and will support our efforts in continuing these vital services.

On behalf of St. Paul & St. John Anglican Church we would like to request the City's assistance with the following items:

- That Council consider waiving the tipping fees for the demolition of the current Church Hall
- That Council consider waiving any applicable planning related fees (i.e. zoning, site plan control, etc.)
- That Council consider waiving the Building Permit Fees associated with the construction of the new Church Hall
- That Council considers an 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

Once more on behalf of St. Paul & St. John Anglican Church I wish to thank you for your consideration and (hopefully) your favourable response to our requests.

Respectfully yours;

Kate Scott Rector's Warden

Niels Hendrikx People's Warden

Rev. S. De Jonge Priest

Here is a list of some of what we do out of the restrictive Hall we have now.

- This Fall will be our 15th year of giving a Free Thanksgiving Dinner for Northern College Students who can't go home for the holiday. This dinner is done in small shifts due to lack of room.
- Fundraisers and food drives in support of the local Food Banks in both Haileybury and New Liskeard and in the near past Cobalt and Englehart also.
- Fund raisers for:

Pavilion Women's Shelter

Camp Temiskaming, a camp for children and adults on Fairy Lake used by various church groups, Brownies, Guides, Pathfinders, a Theatre group and CMHA (Canadian Mental Health) to name a few.

The Grace Ministry Bus tickets and meals are provided for people who are released from jail at the Haileybury Courthouse, who are stranded with no way home. For example, people have been provided tickets to Kirkland Lake, North Bay, Sudbury, Ottawa and Toronto.

Supplies and materials for the Divorce Care and Divorce Care for Kids Programs we offer to our community.

Christian Children Fund Parish Foster Children, Farida and Adama in Burkina Faso. This money is raised to celebrate the special times in their lives; Christmas, birthdays and Easter.

Qayugtuvik Society Soup Kitchen in Iqaluit. These funds help to provide equal access to food for all Canadians regardless of how remote they are.

Missionaries For many years we have raised funds for Steven and Peggy Foster and Steve Collins to support their work in Africa and Mary Sherwood for her work in orphanages in Madagascar.

Local or international tragedy. When these occur, for examples the earthquake in Haiti a few years ago and a fire that burned out a member of our congregation, our church hall was a very important gathering place and fund raising center for our community members who want to do something to help.

Along with the various fundraisers the Hall is used for:

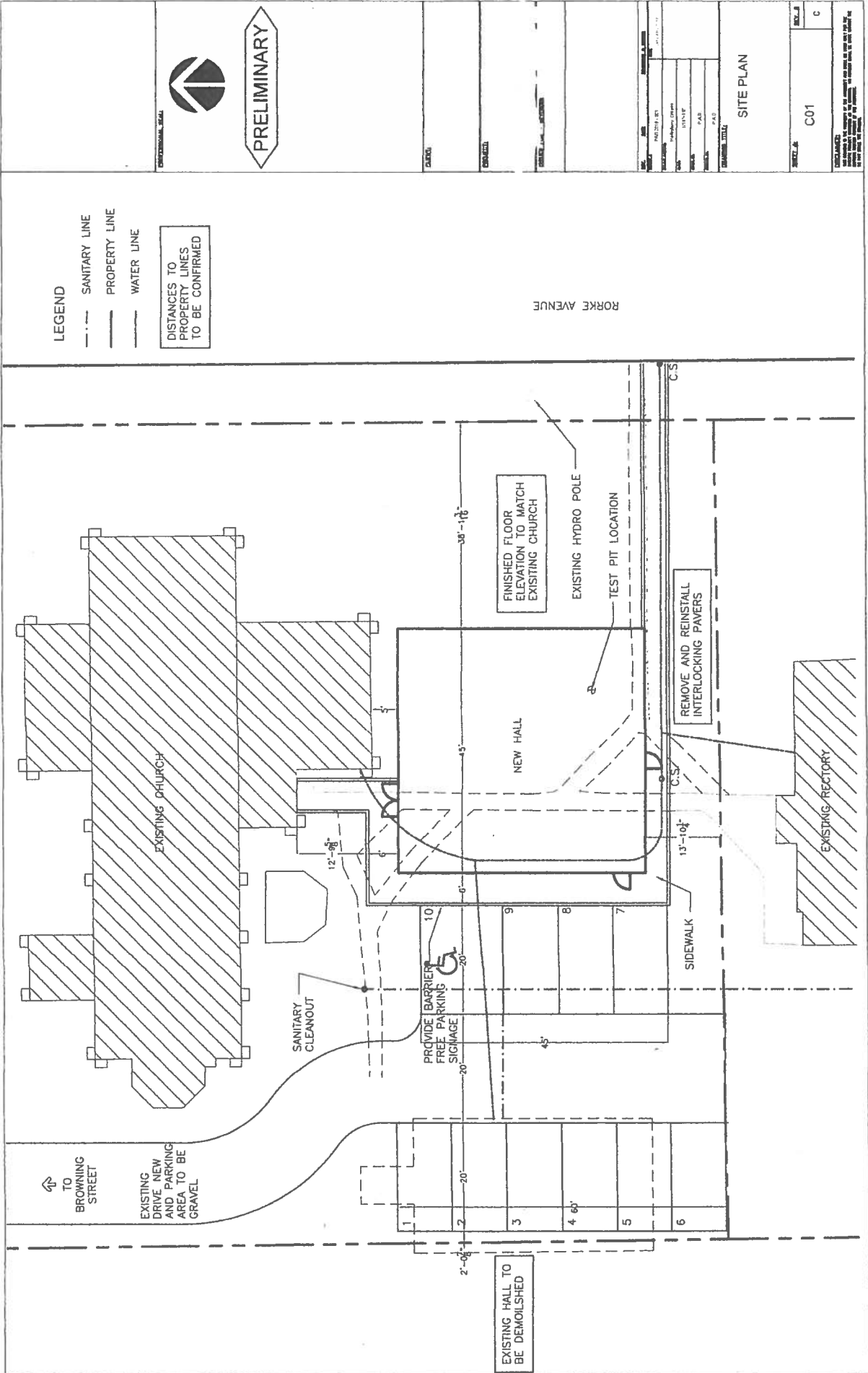
- The Bi- Weekly Bridge club.
- Hosting the Faithful Fingers Crafting group that meets weekly to make warm, winter clothing for free distribution to people in the Far North. This group also makes sure there is warm apparel for the Grace Ministry to distribute when needed.
- The Annual Apple Pie Making. This is a very important social activity and fundraiser for us. For a week members of our community join us to make over 1000 apple pies.

The funds from the sale of these pies go to two items.

The first is to pay the cost of insuring The Church of St. Paul and St. John, the Rectory in Haileybury and our sister church, St. James, Cobalt.

The second is the Barnabas Fund, used to encourage and help out other churches in our Diocese who were in need, i.e. a new furnace and to support the monthly cost of our Parish Foster Children, Farida and Adama.

We consider ourselves to be always on "stand-by" for any need that our community and the world may encounter.



LEGEND

--- SANITARY LINE
 --- PROPERTY LINE
 --- WATER LINE

DISTANCES TO PROPERTY LINES TO BE CONFIRMED



SITE PLAN

SHEET NO.	C01
SCALE	C

DISCLAIMER:
 THIS PLAN IS A PRELIMINARY DESIGN AND IS NOT TO BE USED FOR CONSTRUCTION WITHOUT THE APPROVAL OF THE ENGINEER OF RECORD.



PRELIMINARY

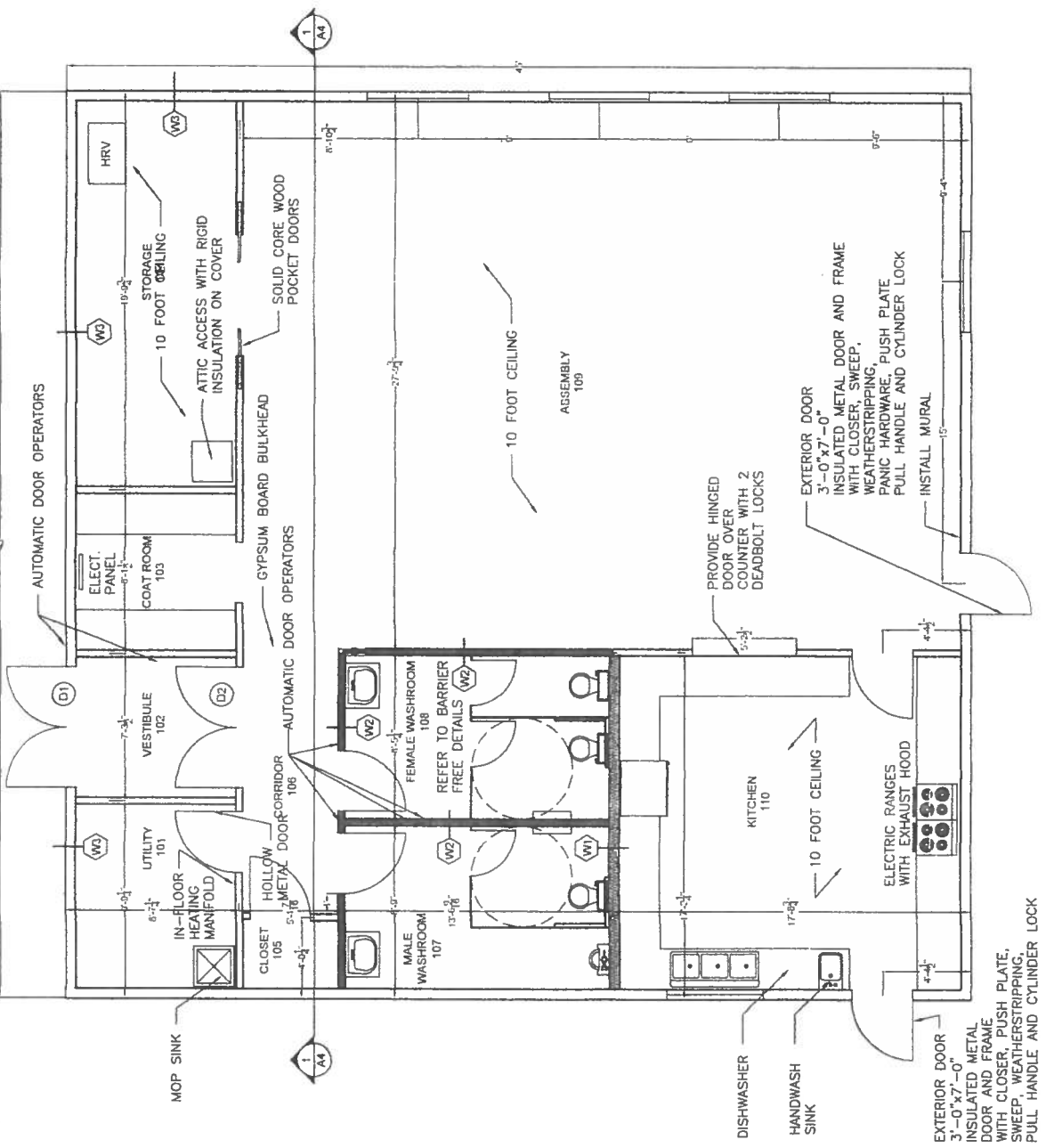
St. Paul's Anglican Church
Assembly Hall

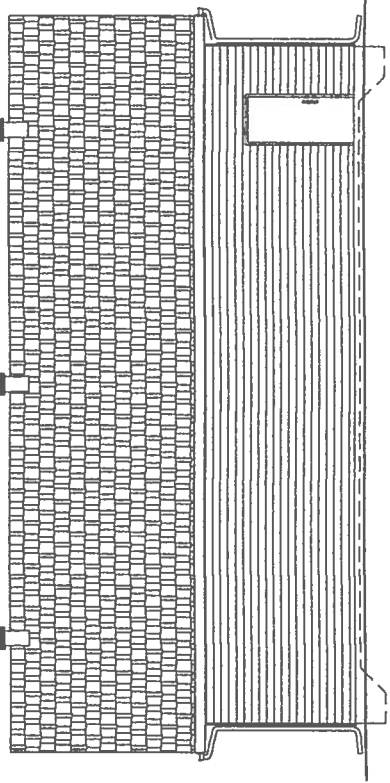
FLOOR PLAN

A02

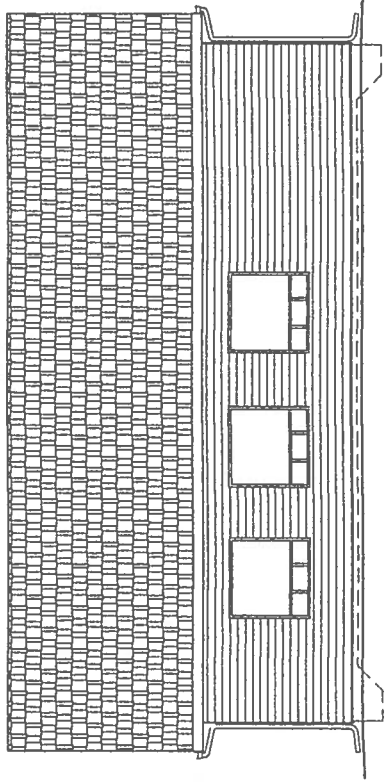
DATE	11/21/14
PROJECT	St. Paul's Anglican Church Assembly Hall
CLIENT	St. Paul's Anglican Church
DESIGNER	[Redacted]
SCALE	1/8" = 1'-0"
PROJECT NO.	[Redacted]
DATE	11/21/14
PROJECT	St. Paul's Anglican Church Assembly Hall
CLIENT	St. Paul's Anglican Church
DESIGNER	[Redacted]
SCALE	1/8" = 1'-0"
PROJECT NO.	[Redacted]

- (W1) TYPICAL INTERIOR PARTITION
2"x4" @ 16" o.c. c/w 1/2" GYPSUM BOARD ON BOTH SIDES UNLESS OTHERWISE NOTED
- (W2) TYPICAL EXTERIOR WALL - UDN
1" GYPSUM BOARD
6mil VAPOUR BARRIER
2"x6" STUDS @ 16" o.c.
R24 BATT INSULATION
7/16" OSB SHEATHING
AIR BARRIER
SIDING
- (W3) TYPICAL 60"x60" WINDOW:
DOUBLE GLAZED LOW E ARGON FILLED c/w FLASHING AND INSULATION
- (D1) TYPICAL INTERIOR DOOR:
3'-0"x7'-0"
SOLID CORE WOOD AND FRAME LEVER LOCKSETS
- (D2) INTERIOR PARTITION 2"x6"
@ 16" o.c. c/w SOUND BATT AND 1/2" GYPSUM BOARD ON BOTH SIDES
- (W4) INTERIOR PARTITION
2"x4" @ 16" o.c. c/w SOUND BATT AND 1/2" GYPSUM BOARD ON BOTH SIDES
- (W5) EXTERIOR WALL - 1 hr FRR
METAL SIDING
AIR BARRIER
5/8" TYPE 'X' FIBREGLASS REINFORCED GYPSUM BOARD
R22 ROXUL INSULATION
6" METAL STUD
6mil VAPOUR BARRIER
5/8" TYPE 'X' GYPSUM BOARD
- (D3) EXTERIOR DOORS:
3'-0"x7'-0"
INSULATED METAL DOOR AND FRAME WITH CLOSER, DOOR SWEEP, WEATHERSTRIPPING, PANIC HARDWARE, DOOR OPERATOR
REMOVABLE CENTER POST
- (D4) SOLID CORE WOOD WITH CLOSER, PUSH PLATE AND PULL HANDLE AND HALF GLAZING

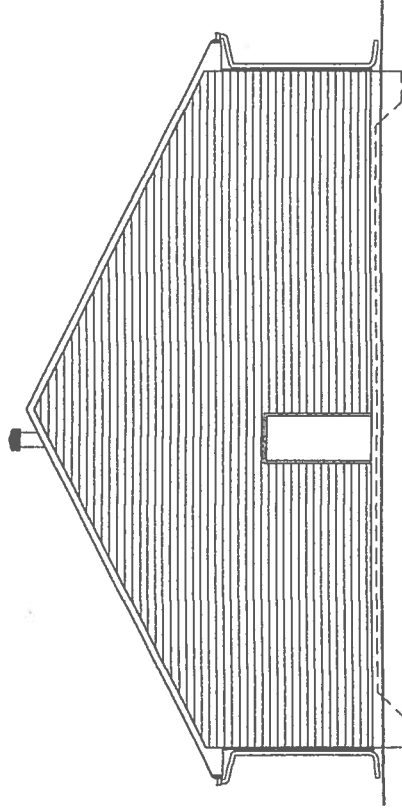




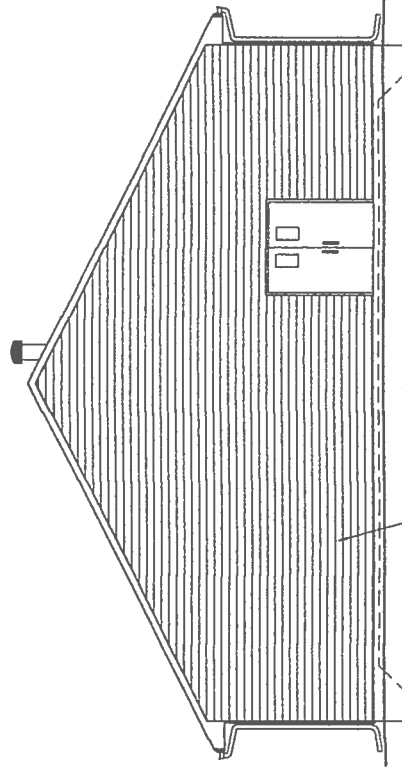
WEST ELEVATION
1/8" = 1'-0"



EAST ELEVATION
1/8" = 1'-0"



SOUTH ELEVATION
1/8" = 1'-0"



NORTH ELEVATION
1/8" = 1'-0"

PROFESSIONAL SEAL



PRELIMINARY

DATE

PROJECT

St. Paul's Anglican Church
Assembly Hall

SCALE

NO.

DATE

BY

FOR

PROJECT

DATE

BY

FOR

ELEVATIONS

SHEET

NO.

OF

0

A03

THIS DRAWING IS THE PROPERTY OF THE ARCHITECT AND SHALL BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECT.

ROOF CONSTRUCTION
 ASPHALT SHINGLES
 5/8" T&G PLYWOOD SHEATHING
 PRE-ENGINEERED RAISED HEEL ROOF
 TRUSSES @ 24" o.c.
 R50 BLOWN INSULATION
 6 mil POLY VAPOUR BARRIER
 1"x3" STRAPPING AND 1/2" GYPSUM
 BOARD

INSTALL EAVESTROUGH AND
 DOWNSPOUT WITH SPLASH
 PADS. TYP.

PREFINISHED METAL FASCIA AND
 VENTED SOFFIT TYP.

INSTALL INSULATION BAFFLE TYPICAL

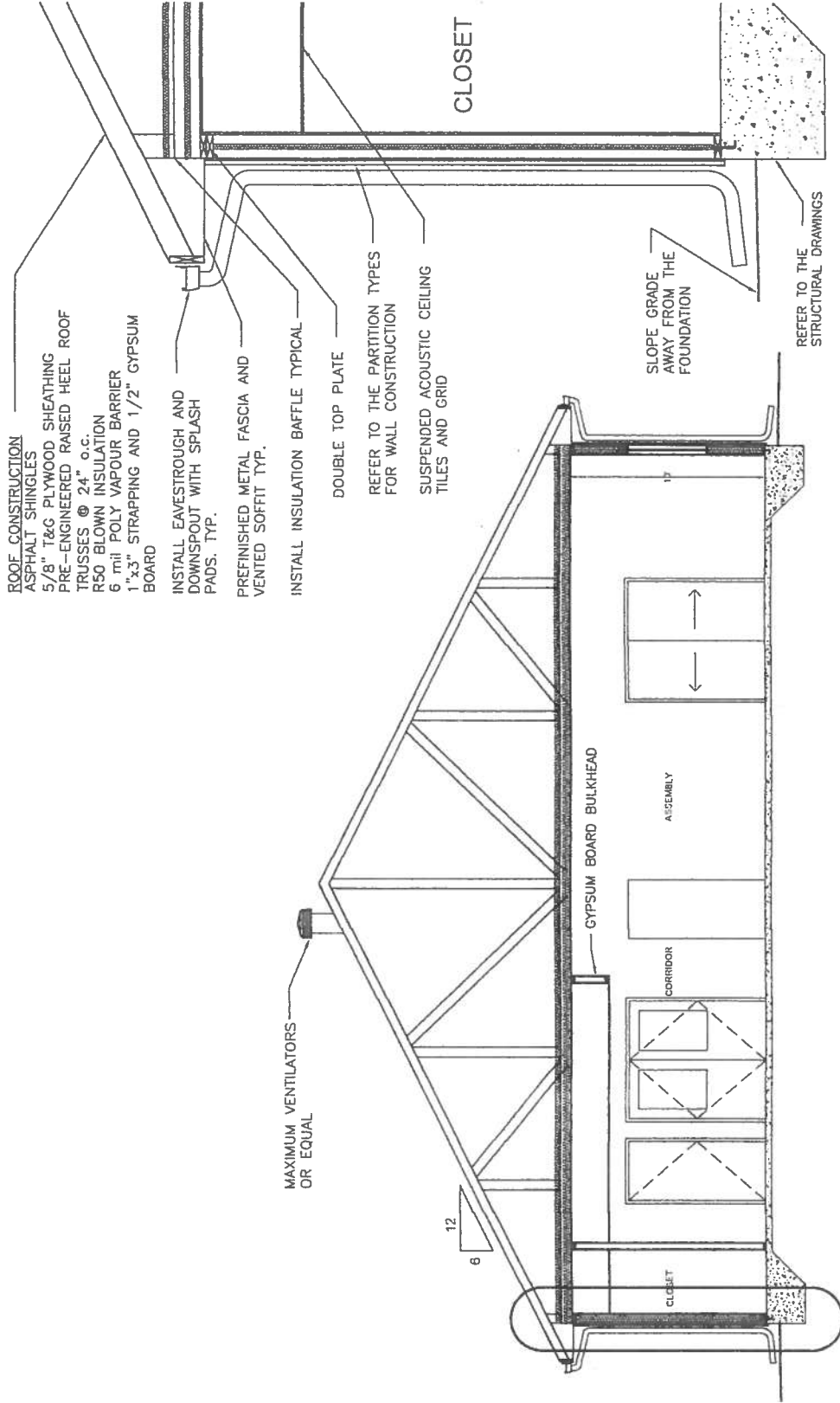
DOUBLE TOP PLATE

REFER TO THE PARTITION TYPES
 FOR WALL CONSTRUCTION

SUSPENDED ACOUSTIC CEILING
 TILES AND GRID

SLOPE GRADE
 AWAY FROM THE
 FOUNDATION

REFER TO THE
 STRUCTURAL DRAWINGS



MAXIMUM VENTILATORS
 OR EQUAL

12
 6

GYPSUM BOARD BULKHEAD

ASSEMBLY

CORRIDOR

CLOSET

CLOSET

WALL SECTION
 1/2"=1'-0"

SECTION A
 3/16"=1'-0"



PRELIMINARY

PROJECT
 St. Paul's Anglican Church
 Assembly Hall

DATE	REV	BY	CHKD
12/17/14	1	JL	JL
12/17/14	2	JL	JL
12/17/14	3	JL	JL
12/17/14	4	JL	JL
12/17/14	5	JL	JL
12/17/14	6	JL	JL
12/17/14	7	JL	JL
12/17/14	8	JL	JL
12/17/14	9	JL	JL
12/17/14	10	JL	JL

SECTIONS

SCALE
 A04
 0

NOTES
 1. REFER TO THE ARCHITECTURAL DRAWINGS FOR ALL OTHER NOTES AND SPECIFICATIONS.
 2. ALL DIMENSIONS ARE UNLESS OTHERWISE SPECIFIED.
 3. ALL MATERIALS AND METHODS OF CONSTRUCTION SHALL BE AS SHOWN ON THE DRAWINGS.
 4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.
 5. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.

Subject: Appointment of Volunteer Firefighter

Report No.:

PPP-004-2018

Agenda Date:

June 19, 2018

Attachments

None

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PPP-004-2018; and
2. That Council hereby appoints Codey Sheppard as a Volunteer Firefighter to the Temiskaming Shores Fire Department in accordance with the *Recruitment and Retention Program*.

Background

In an effort to fill a couple of vacancies within the department at Station #2, and to help ensure adequate staffing levels are maintained, the Department is seeking to fill one of the Volunteer Firefighter's positions at Station #2.

Analysis

Section 4.02 of Schedule "A" to By-law 2008-030, being the Fire Department Establishing and Regulating By-law for the Temiskaming Shores Fire Department, states that for the purposes of ensuring adequate staffing, twenty (20) shall be used as a guideline for the minimum number of firefighters per District Station and in no case shall the number of firefighters per District Station exceed twenty-five (25).

Based on the identified need to fill vacancies at Station #2, an interview with the candidate was conducted by the Fire Chief and the District Chief of Station #2. Subsequently a recommendation from the District Chief of Station #2 was provided to the Fire Chief requesting consideration of the appointment of Codey Sheppard as a Volunteer Firefighter to the Temiskaming Shores Fire Department.

The candidate being recommended has demonstrated a strong desire to be a member of the Temiskaming Shores Fire Department team. This coupled with his work experience, makes him an excellent candidate for the position he is being recommended for.

Based on the above, I am pleased to recommend Codey Sheppard as Volunteer Firefighter to the Temiskaming Shores Fire Department in accordance with the Recruitment and Retention Program.

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

Financial implications include the provision of appropriate Volunteer Firefighter Honorariums which have been included in the 2018 Fire and Emergency Management Services Operational Budget. All costs associated with the appointment would include the provision of dress uniforms and protective equipment that would be drawn from the fire departments 2018 and 2019 operational budgets.

Staffing implications associated with the proposed appointment are limited to normal administrative functions and duties, and the requirement to fill a vacant position at Station #2. Adequate staffing levels are established based on availability and the ability of fire department personnel to respond.

Current fire station staffing levels are as follows:

- 24 members Station #1.
- 23 members Station #2, and
- 23 members Station #3.

Alternatives

No alternatives were considered.

Submission

Prepared by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

Timothy H. Uttley
Fire Chief

Christopher W. Oslund
City Manager

Memo

To: Mayor and Council
From: Mitch Lafreniere, Manager of Physical Assets
Date: June 19, 2018
Subject: Repeal of By-law No. 2018-025 – On-Board Video Surveillance (Transit)
Attachments: **Appendix 01** – Termination Agreement

Mayor and Council:

In the fall of 2016, the Temiskaming Transit Committee, represented by Metrolinx, along with 10 other municipalities and Transit Procurement Initiative (TPI) conducted a joint procurement plan for the acquisition of an On-Board Video Surveillance System for the Temiskaming Transit.

Council considered Administrative Report No. PW-004-2018 at the February 20, 2018 Regular Council meeting resulting in the adoption of By-law No. 2018-025 being a by-law to enter into an agreement between the City of Temiskaming Shores and Radio Engineering Industries Inc. (REII) for the supply and installation of On-Board Video Surveillance Systems for the Temiskaming Transit.

Early on as REII commenced working with some of the other municipalities, various issues arose, and it was decided that the contract be terminated.

Metrolinx stepped in and negotiated a Termination Agreement (Appendix 01) with REII. The Termination Agreement has no financial impact on the municipality. Therefore it is recommended that Council repeal By-law No. 2018-025 being the above noted agreement with Radio Engineering Industries Inc.

Prepared by:	Reviewed and approved by:	Reviewed and submitted for Council's consideration by:
--------------	---------------------------	--------------------------------------------------------

“Original signed by”

Mitch Lafreniere
Manager of Physical Assets

“Original signed by”

G. Douglas Walsh
Director of Public Works

“Original signed by”

Christopher W. Oslund
City Manager

TERMINATION AGREEMENT

This Termination Agreement, dated as of April 9, 2018 (the "**Termination Agreement**"), between Metrolinx ("**Metrolinx**"), and Radio Engineering Industries, Inc. ("**REI**", and together with Metrolinx, the "**Parties**", and each, a "**Party**").

WHEREAS, the Parties have entered into a Contract for Supply and Install an On-Board Video Surveillance System RFP-2017-TPI-014, dated as of December 11, 2017 (the "**Contract**"); and

WHEREAS, the Parties hereto desire to terminate the Contract on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the premises set forth above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions. Capitalized terms used and not defined in this Termination Agreement have the respective meanings assigned to them in the Contract.
2. Termination of the Agreement. Subject to the terms and conditions of this Termination Agreement, the Contract is hereby terminated as of the date first written above (the "**Termination Date**"). From and after the Termination Date, the Contract will be of no further force or effect, and the rights and obligations of each of the Parties thereunder shall terminate, except for any rights and obligations of the Parties that are expressly designated to survive the termination of the Contract.
3. Mutual Release.

(a) In consideration of the covenants, agreements and undertakings of the Parties under this Termination Agreement, each Party, on behalf of itself and its respective present and former parents, subsidiaries, affiliates, related corporations or entities, officers, directors, shareholders, members, limited partners, successors and assigns, and, in the case of Metrolinx, the Purchasers, (collectively, "**Releasors**") hereby releases, waives and forever discharges the other Party and its respective present and former, direct and indirect, parents, subsidiaries, affiliates, related corporations or entities, employees, officers, directors, shareholders, members, limited partners, agents, representatives, permitted successors and permitted assigns, and in the case of REI, the Purchasers (collectively, "**Releasees**") of and from any and all actions, manner of actions, causes of action, proceedings, suits, losses, liabilities, rights, debts, dues, duties, sums of money, accounts, obligations, costs, expenses,

liens, bonds, bills, covenants, contracts, controversies, complaints, indemnities, entitlements, agreements, promises, variances, trespasses, damages, judgments, executions, claims, and demands, of every kind and nature whatsoever or howsoever arising, whether now known or unknown, foreseen or unforeseen, matured or unmatured, suspected or unsuspected, in law or in equity, in contract or in tort (collectively, "**Claims**"), which any of such Releasors ever had, now have, or hereafter can, shall, or may have against any of such Releasees for, upon, or by reason of any matter, cause, or thing whatsoever from the beginning of time through the date of this Termination Agreement arising out of or relating to the Contract and the RFP procurement process culminating in the execution of the Contract, except for any Claims relating to rights and obligations preserved by, created by or otherwise arising out of this Termination Agreement.

(b) Each Party, on behalf of itself and each of its respective Releasors, understands that it may later discover Claims or facts that may be different than, or in addition to, those that it or any other Releasor now knows or believes to exist regarding the subject matter of the release contained in this Section 3, and which, if known at the time of signing this Termination Agreement, may have materially affected this Termination Agreement and such Party's decision to enter into it and grant the release contained in this Section 3. Nevertheless, the Releasors intend to fully, finally and forever settle and release all Claims that now exist, may exist or previously existed, as set forth in the release contained in this Section 3, whether known or unknown, foreseen or unforeseen, or suspected or unsuspected, and the release given herein is and will remain in effect as a complete release, notwithstanding the discovery or existence of such additional or different facts. The Releasors hereby waive any right or Claim that might arise as a result of such different or additional Claims or facts.

4. Representations and Warranties. Each Party hereby represents and warrants to the other Party that:

(a) It has the full right, corporate power and authority to enter into this Termination Agreement and to perform its obligations hereunder.

(b) The execution of this Termination Agreement by the individual whose signature is set forth at the end of this Termination Agreement on behalf of such Party, and the delivery of this Termination Agreement by such Party, have been duly authorized by all necessary corporate action on the part of such Party.

(c) This Termination Agreement has been executed and delivered by such Party and (assuming due authorization, execution and delivery by the other Party hereto) constitutes the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms.

EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES

SET FORTH IN THIS SECTION 4 OF THIS TERMINATION AGREEMENT, (A) NEITHER PARTY HERETO NOR ANY PERSON ON SUCH PARTY'S BEHALF HAS MADE OR MAKES ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY WHATSOEVER, EITHER ORAL OR WRITTEN, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED, AND (B) EACH PARTY HERETO ACKNOWLEDGES THAT, IN ENTERING INTO THIS TERMINATION AGREEMENT, IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY THE OTHER PARTY, OR ANY OTHER PERSON ON SUCH OTHER PARTY'S BEHALF, EXCEPT AS SPECIFICALLY PROVIDED IN THIS SECTION 4.

5. Confidentiality.

(a) Each Party acknowledges the confidential nature of the terms and conditions of this Termination Agreement (collectively, the "**Confidential Information**") and agrees that it shall not (a) disclose any of such Confidential Information to any person or entity other than a Purchaser, except to such Party's , employees, advisors and other representatives who need to know the Confidential Information to assist such Party, or act on its behalf, to exercise its rights or perform its obligations under this Termination Agreement and except if required to do so by applicable law, or (b) use the Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Termination Agreement. Each Party shall be responsible for any breach of this Section 5 caused by any of its representatives, affiliates, employees, advisors, or other representatives.

(b) Neither Party shall make, publish or communicate to any person or entity or in any public forum any comments or statements (written or oral) that intentionally seek to denigrate or disparage, discredit or cast a slur upon, or are detrimental to or likely to be injurious to, the goodwill, reputation or stature of the other Party or its businesses, or any of its employees, directors and officers.

6. Miscellaneous.

(a) All notices, requests, consents, claims, demands, waivers, summons and other legal process, and other similar types of communications hereunder (each, a "**Notice**") must be in writing and is deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after

normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. This Termination Agreement and all matters arising out of or relating to this Termination Agreement are governed by, and construed in accordance with, the laws of the Province of Ontario, and the federal laws of Canada applicable therein.

(b) Any legal suit, action or proceeding arising out of or relating to this Termination Agreement shall be instituted in the courts of the Province of Ontario, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

(c) This Termination Agreement, and each of the terms and provisions hereof, may only be amended, modified, waived or supplemented by an agreement in writing signed by each Party.

(d) This Termination Agreement may be executed in counterparts, each of which is deemed an original, but all of which constitutes one and the same agreement. Delivery of an executed counterpart of this Termination Agreement electronically or by facsimile shall be effective as delivery of an original executed counterpart of this Termination Agreement.

(e) For purposes of this Termination Agreement, (i) the words "include," "includes" and "including" are deemed to be followed by the words "without limitation"; (ii) the word "or" is not exclusive; (iii) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Termination Agreement as a whole; (iv) words denoting the singular have a comparable meaning when used in the plural, and vice-versa; and (v) words denoting any gender include all genders. The Parties drafted this Termination Agreement without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.

(f) The headings in this Termination Agreement are for reference only and do not affect the interpretation of this Termination Agreement.

(g) If any term or condition of this Termination Agreement, or the application thereof to the Parties or to any persons or circumstances, is to any extent invalid or unenforceable, the remainder of this Termination Agreement, and the application of such term or condition to the Parties, persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

(h) This Termination Agreement constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

(i) Each Party shall pay its own costs and expenses in connection with the drafting, negotiation and execution of this Termination Agreement (including the fees and expenses of its advisors, accounts and legal counsel).

(j) Except as expressly set forth in the second sentence of this Section 6(j), this Termination Agreement benefits solely the Parties hereto and their respective permitted successors and permitted assigns, and nothing in this Termination Agreement, express or implied, confers on any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Termination Agreement. The Parties hereby designate all Releasors as third-party beneficiaries of Section 3 having the right to enforce such Section.

IN WITNESS WHEREOF, the Parties have executed this Termination Agreement as of the date first written above.

METROLINX

By  _____

Name: Michael Kitngawa
Title: Senior Legal Counsel

RADIO ENGINEERING
INDUSTRIES, INC.

By  _____

Name: JEFF HAYS
Title: VP BUSINESS DEVELOPMENT

The Corporation of the City of Temiskaming Shores

By-law No. 2018-099

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 (484 Ferguson Avenue)

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 19th day of June, 2018.

Mayor – Carman Kidd

Clerk – David B. Treen

This Encroachment Agreement entered into on the 19th 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 **1st 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

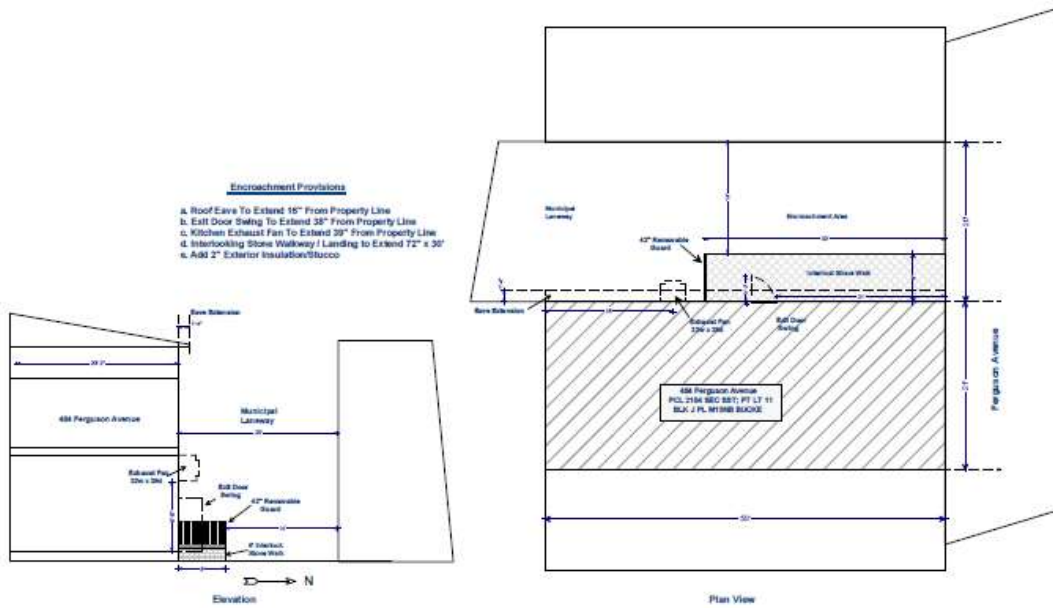
**Corporation of the City of
Temiskaming Shores**

Mayor – Carman Kidd

Clerk – David B. Treen

Appendix 01

Site Sketch



The Corporation of the City of Temiskaming Shores

By-law No. 2018-100

Being a by-law to authorize the Sale of Land to Shawn Fraser being Parts 1, 2, 3, 4 & 5 on Plan 54R-6026 (113 King Street)

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 By-law No. 2015-160 establishes procedures for the disposal of real property, including the giving of notice to the public, governing the sale of land;

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 Agreement of Purchase and Sale with Mr. Shawn Fraser as the purchaser and the City of Temiskaming Shores as the vendor for Parts 1, 2, 3, 4 & 5 on Plan 54R-6026 for consideration at the June 19, 2018 Regular Council meeting;

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

1. That Council hereby confirms the procedures set forth in By-law No. 2015-160 have been followed by the municipality in order to allow for the sale of lands herein after referred to in this By-law;
2. That Council authorizes the entering into an Agreement of Purchase and Sale between Mr. Shawn Fraser as Purchaser and The Corporation of the City of Temiskaming Shores as Vendor, in the form annexed hereto as Schedule "A" and forming part of this by-law;
3. That Council agrees to sell land legally described as: Part of PIN 61354-0366 (LT) being Parts 1, 2 & 3 on Plan 54R-6026 and Part of PIN 61354-0554 (LT) being Parts 4 & 5 on Plan 54R-6026, Temiskaming Shores in the District of Timiskaming in the amount of \$2,000 plus applicable taxes and other such considerations outlined in the said agreement;

4. That Council affirms that the Mayor and Clerk are authorized to execute the Agreement of Purchase and Sale annexed hereto as Schedule "A" to this by-law and all other documentation necessary to complete the sale of land transaction.
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 19th day of June, 2018.

Mayor – Carman Kidd

Clerk – David B. Treen

Schedule "A" **Offer to Purchase**

Shawn Fraser,
(as "Purchaser"), having inspected the property, hereby agree to and with

The Corporation of the City of Temiskaming Shores,
(as "Vendor")

to purchase the property legally described as:

Part of PIN 61354-0366 (LT), being Parts 1, 2, & 3 on Plan 54R-6026

Part of PIN 61354-0554 (LT), being Parts 4 & 5 on Plan 54R-6026

consisting of 0.25 acres (1,008.76 m²), more or less

(herein called the "Real Property") at the purchase price of two thousand dollars (\$2,000) payable to the Vendor by certified cheque, subject to adjustments, on the closing date hereinafter set forth.

Release of Information

Vendor authorizes the release of any information relating to the Real Property to the Purchaser and the Purchaser's solicitor by any governmental body or authority and appoints the Purchaser and the Purchaser's solicitor as its agent for the purpose. Without limiting the generality of the foregoing the Vendor consents to the disclosure to the Purchaser and the Purchaser's solicitor of any information relating to the Real Property or the use thereof pursuant to the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, C.F. 31 and the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, C. M. 56.

Deficiency Notices and Work Orders

The Vendor represents that as at the date of acceptance hereof the Vendor has not received from any municipal or other governmental authority any deficiency notice or work order affecting the Real Property pursuant to which any deficiencies are required to be remedied or any demolition, repairs or replacements are required to be carried out. If the Vendor receives any such deficiency notice or work order after the date of acceptance hereof, the Vendor shall forthwith produce same to the Purchaser for inspection. If by the date of closing the Vendor has not either (a) complied with such deficiency notice or work order, or (b) settled with the Purchaser any question of an abatement of the purchase price arising out of such deficiency notice or work order, the Purchaser may at his option either (a) accept the Real Property subject to such deficiency notice or work order or (b) terminate this Agreement. In the event of

termination as aforesaid, all moneys paid hereunder shall be returned to the Purchaser without interest or deductions.

Adoption of LSUC – OBA Document Registration Agreement

Provided the solicitors for each of the Vendor and the Purchaser are able to complete transactions using electronic registration, the parties agree to complete this transaction using electronic registration, to adopt the LSUC-OBA Document Registration Agreement in use on the Closing Date, and to abide by, and instruct their solicitors to abide by, the closing procedures set forth therein for electronic registration.

Acceptance

This Offer shall be irrevocable by the Purchaser until **11:59 P.M. on the 10th day after the date of signing the offer**, after which time, if not accepted, this Offer shall be null and void.

Title

Title to the Real Property shall be good and free from all encumbrances, except as set out in this Agreement, and except local rates, and except as to any registered restrictions or covenants that run with the land, and subdivision agreements with the municipality, provided the same have been complied with, and except for minor easements for hydro, gas, telephone or like services. Purchaser shall accept the Real Property subject to municipal and other governmental requirements, including building and zoning by-laws, regulations and orders, provided same have been complied with.

Requisitions

Purchaser shall be allowed until closing to investigate the title at his own expense and to satisfy himself that there is no breach of municipal or other governmental requirements affecting the Real Property, that its present use may be lawfully continued and that the principal buildings may be insured against risk of fire. If within that time any valid objection to title or to any breach of municipal or other governmental requirements, or to the fact that the present use may not be lawfully continued, or that the principal buildings may not be insured against risk of fire, which the Vendor is unable or unwilling to remove, remedy or satisfy, and which the Purchaser will not waive, this Agreement shall notwithstanding any intermediate acts or negotiations, be null and void and the deposit money returned to the Purchaser, without interest or deduction, and the Vendor shall not be liable for any costs or damages whatever. Save as to any valid objection so made within such time the Purchaser shall be conclusively deemed to have accepted the Vendor's title to the Real Property.

Surveys and Documents

The Purchaser shall not call for the production of any title deed, abstract, survey or other evidence of title except such as are in the possession or control of the Vendor. The Vendor agrees that he will deliver any existing survey to the Purchaser as soon as

possible and prior to the last day allowed for examining title. In the event that a discharge of any mortgage or charge held by a Chartered Bank, Trust Company, Credit Union or Insurance Company which is not to be assumed by the Purchaser on completion, is not available in registrable form on completion, the Purchaser agrees to accept the Vendor's solicitor's personal undertaking to obtain, out of the closing funds, a discharge or cessation of charge in registrable form and to register same on title within a reasonable period of time after completion, provided that on or before completion the Vendor shall provide to the Purchaser a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, together with a direction executed by the Vendor directing payment to the mortgagee, of the amount required to obtain the discharge out of the balance due on completion.

Closing

This Agreement shall be completed on or before July 6th, 2018 on which date vacant possession of the Real Property shall be given to the Purchaser unless otherwise provided for herein.

Inspection of Property

The Purchaser acknowledges having inspected the Real Property prior to submitting this Offer and understands that upon the Vendor accepting this offer there shall be a binding Agreement of Purchase and Sale between the Purchaser and the Vendor. The Purchaser shall be entitled to inspect the Real Property immediately prior to the date for completion.

Adjustments

Unearned fire insurance premiums, fuel, taxes, rentals and all local improvements and water rates and other charges for municipal improvements to be apportioned and allowed to the date of completion of sale (the day itself to be apportioned to the Purchaser). Provided Purchaser may elect not to accept assignment of fire insurance in which case no adjustment for insurance premiums.

Costs

The deed or transfer, save for Land Transfer Tax Affidavit, to be prepared at the expense of the Purchaser and if a mortgage or charge is to be given back, it shall be prepared at the expense of the Purchaser in a form acceptable to the Vendor.

Planning Act Compliance

This Agreement shall be effective only if the provisions of Section 50 of the *Planning Act*, R.S.O. 1990, C.P. 13 as amended, are complied with, and the Purchaser agrees, at his expense, to comply with such provisions and to proceed diligently with the application for such compliance, if necessary.

The Transfer/Deed of Land to be given to the Purchaser shall contain a statement of the Vendor and the Vendor's solicitor pursuant to section 50(22) of the Planning Act, R.S.O. 1990, C.P. 13 as amended.

Residency of Vendor

Vendor further agrees to produce evidence that he is not now and that on closing he will not be a non-resident of Canada within the meaning of s.116 of the *Income Tax Act* of Canada, or in the alternative, evidence that the provisions of s.116 regarding disposition of property by a non-resident person have been complied with at or before closing, failing which the Purchaser will be credited towards the purchase price with the amount, if any, which shall be necessary for the Purchaser to pay to the Minister of Revenue in order to satisfy the Purchaser's liability in respect of tax payable by the Vendor under S. 116 of the *Income Tax Act* of Canada by reason of the sale.

Facsimile and Electronic Transmission

Either party may execute this agreement by signing a facsimile or electronic transmission thereof. The parties agree that execution by any party of a facsimile or electronic transmission shall be in all respects identical to execution of an original or photocopy. The parties agree to accept a facsimile or electronic transmission of the signature of any party as evidence of the fact that the agreement has been executed by that party. In all respects a facsimile or electronic transmission signature may be accepted as having the same effect as an original signature.

Counterpart

This agreement may but need not be executed in counterpart.

Time of Essence

This Offer, when accepted, shall constitute a binding contract of purchase and sale, and time in all respects shall be of the essence in this Agreement.

G.S.T./H.S.T.

This transaction is subject to Goods and Services Tax (G.S.T.) pursuant to the *Excise Tax Act* (Canada) as amended (the "Act") and/or Harmonized Sales Tax (H.S.T.) pursuant to the Act and the *Ontario Tax Plan for More Jobs and Growth Act, 2009*, S.O. 2009, C.34, and such G.S.T./H.S.T. is in addition to and not included in the purchase price.

Goods and Services Tax (G.S.T.)/Harmonized Sales Tax (H.S.T.) shall be collected and remitted by the Vendor in accordance with the applicable legislation.

Representations and Warranties

It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement or the Real Property or supported hereby other than as expressed herein in writing.

Tender

Any tender of documents or money hereunder may be made upon the Vendor or Purchaser or upon the solicitor acting for the party on whom tender is desired, and it shall be sufficient that a cheque certified by a chartered bank or a trust company or the trust cheque of the law firm acting for the party desiring such tender be tendered instead of cash.

Costs of Registration

The Purchaser shall pay all costs of registration and taxes for registration of documents.

Legal Fees

The Parties agree that the Purchaser will pay the Vendor's reasonable legal fees for the transaction.

Gender

This Offer and the resulting Agreement to be read with all changes of gender or number required by the context.

Remainder of this page left blank intentionally

Signed, Sealed and Delivered this _____ day of _____, 2018.

in the presence of:

Purchaser: **Shawn Fraser**

Per: _____
Shawn Fraser

Purchaser's Address:
113 King Street
P.O. Box 1107
Haileybury, Ontario
P0J 1K0

Per: _____
Signature - Witness

The Vendor hereby accepts the above offer.

Dated at the City of Temiskaming Shores this _____ day of _____, 2018.

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

Mayor - Carman Kidd

Vendor's Address:
City of Temiskaming Shores
P.O. Box 2050 / 325 Farr Drive
Haileybury, Ontario
P0J 1K0
Attn.: David B. Treen, Clerk
Phone: 705-672-3363
Fax: 705-672-3200

Clerk - David B. Treen

We have authority to bind the Corporation.

Purchaser's Solicitor:

Evans, Bragagnolo & Sullivan LLP
P.O. Box 490
488 Ferguson Avenue
Haileybury, Ontario P0J 1K0
Attn: Brigid Wilkinson

Phone Number: (705) 672-3338

Vendor's Solicitor:

Evans, Bragagnolo & Sullivan LLP
P.O. Box 490
488 Ferguson Avenue
Haileybury, Ontario P0J 1K0
Attn: Nina Chong

Phone Number: (705) 672-3338

Corporation of the City of Temiskaming Shores

By-law No. 2018-101

**Being a by-law to enter into an Easement Agreement with
Shawn Fraser – Water and Sanitary services – 113 King Street
– Roll No. 54-18-030-009-239.00**

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, 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 19th day of June, 2018.

Mayor – Carman Kidd

Clerk – David B. Treen

Schedule Text 61

Transfer of Easement in Gross

This Agreement made this 19th 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, excluding Part 2 on Plan 54R-6026, 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.

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

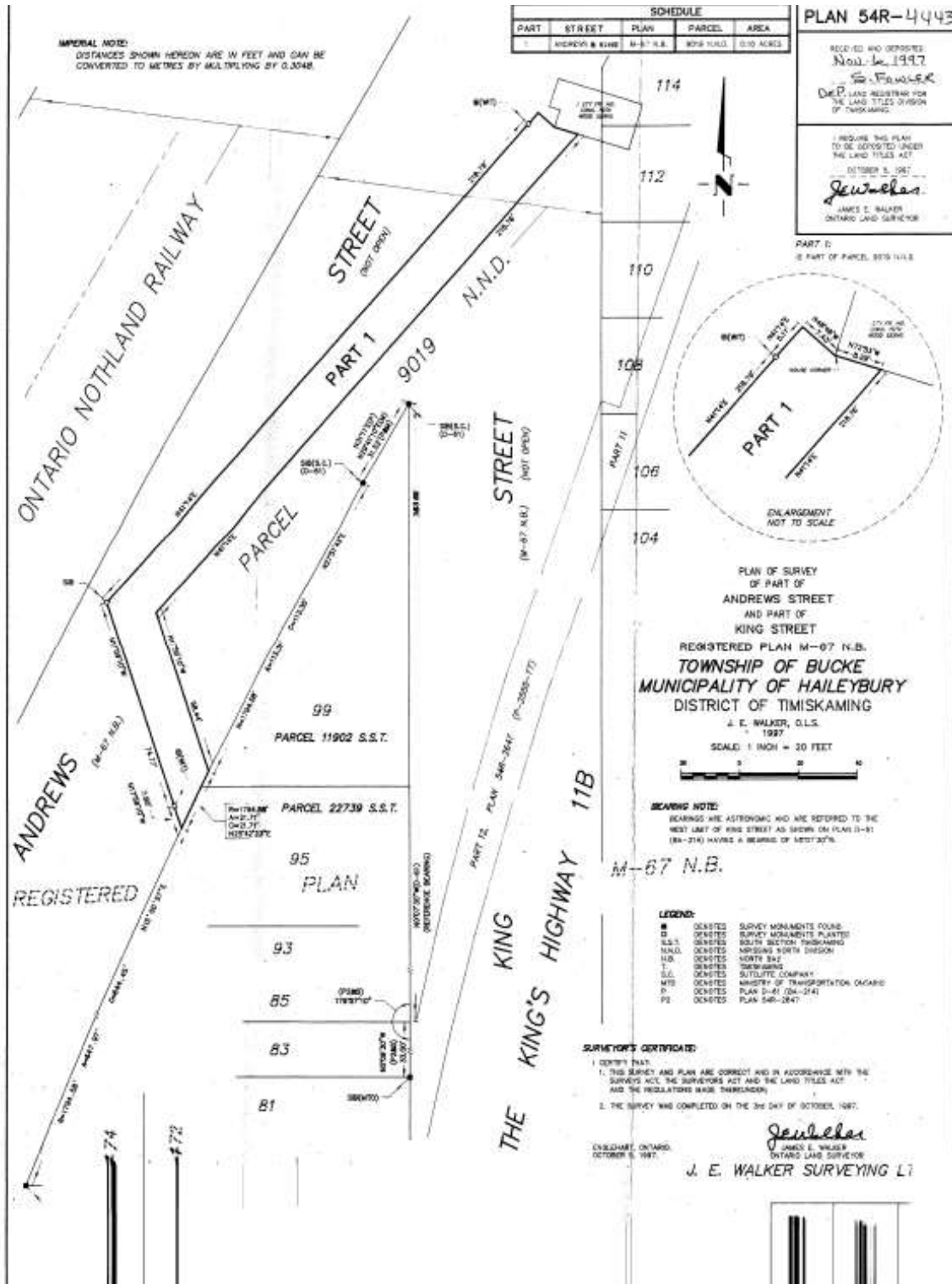


Schedule "B" to

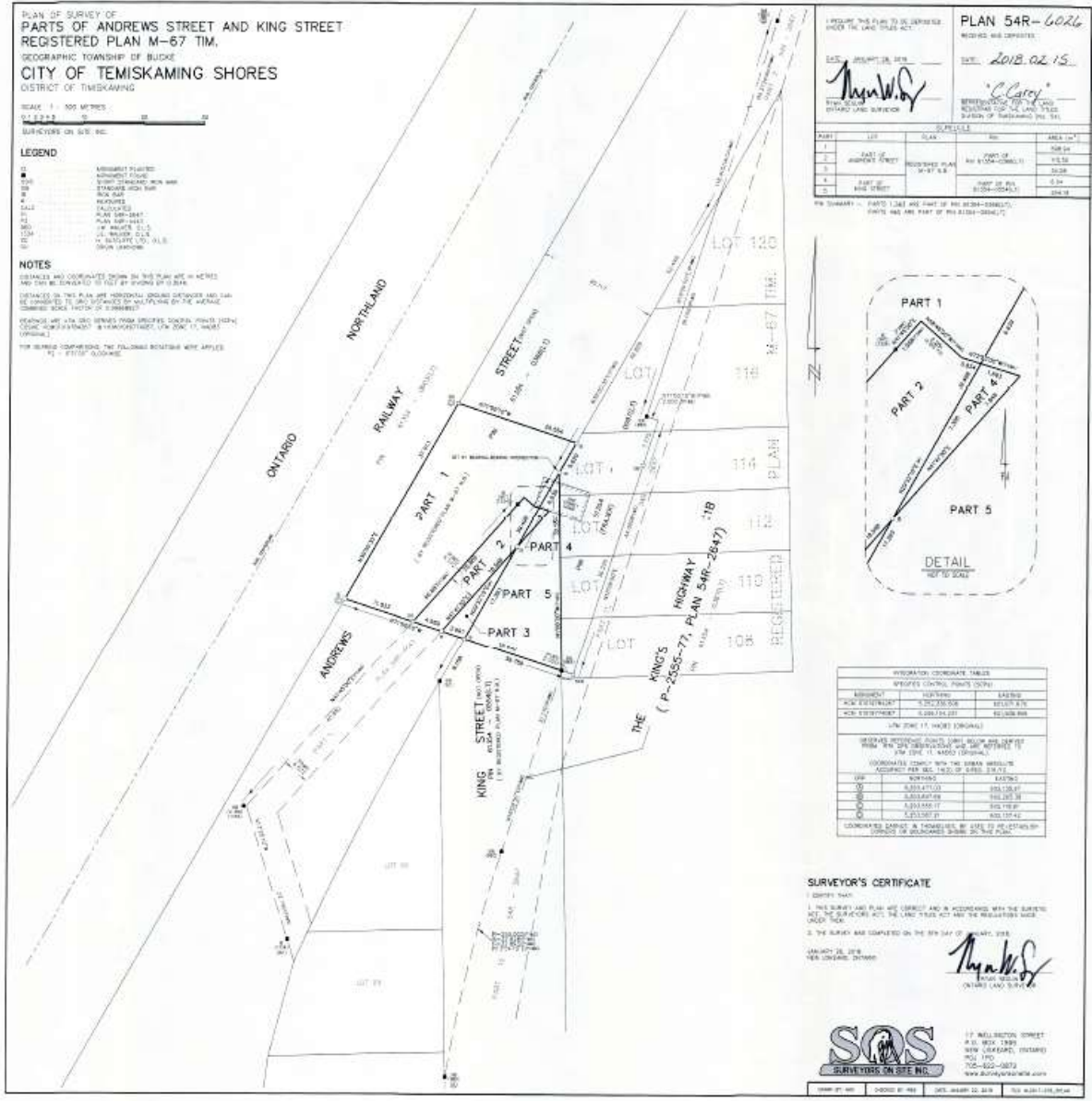
By-law No. 2018-101

Reference Plan 54R-4443 & 54R-6026

Plan 54R-4443



Plan 54R-6026



The Corporation of the City of Temiskaming Shores

By-law No. 2018-102

Being a by-law to repeal By-law No. 2018-025 being a by-law to enter into an agreement between the City of Temiskaming Shores and Radio Engineering Industries Inc. for the supply and installation of On-Board Video Surveillance System for the Temiskaming Transit

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-004-2018 at the February 20, 2018 Regular Council meeting resulting in the adoption By-law No. 2018-025 being an agreement with Radio Engineering Industries Inc. (REI) for the purchase of on-board video surveillance system for the transit buses;

And whereas Council considered Memo No. 004-2018-PW at the June 19, 2018 Regular Council meeting and directed staff to prepare the necessary by-law to repeal By-law No. 2018-025 (Radio Engineering) for consideration at the June 19, 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 hereby repeals By-law No. 2018-025.

Read a first, second and third time and finally passed this 19th day of June, 2018.

Mayor – Carman Kidd

Clerk – David B. Treen

The Corporation of the City of Temiskaming Shores

By-law No. 2018-103

Being a by-law to repeal By-law No. 2017-067 being a by-law to authorize the entering into a Vehicle Lease Agreement with Tri-Town Toyota for use by Enterprise Temiskaming

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 CGP-012-2017 at the May 2, 2017 Regular Council meeting and adopted By-law No. 2017-067 being a lease agreement with Tri-Town Toyota for a three (3) year lease of a 2017 Toyota Rav4 LE for use by Enterprise Temiskaming;

And whereas Council considered Memo No. 004-2018-18 at the June 19, 2018 Regular Council meeting and directed staff to prepare the necessary by-law to repeal By-law No. 2017-067 (Toyota Lease) as the City has divested the Enterprise Temiskaming program to the South Temiskaming Community Futures for consideration at the June 19, 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 hereby repeals By-law No. 2017-067.

Read a first, second and third time and finally passed this 19th day of June, 2018.

Mayor – Carman Kidd

Clerk – David B. Treen

The Corporation of the City of Temiskaming Shores

By-law No. 2018-104

Being a by-law to repeal By-law No. 2009-054 being a by-law to adopt a Policy with respect to Site Plan Control Assurances

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. 022-2019-CS at the June 19, 2018 Regular Council meeting and directed staff to prepare the necessary by-law to repeal By-law No. 2009-054 for consideration at the June 19, 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 hereby repeals By-law No. 2009-054.

Read a first, second and third time and finally passed this 19th day of June, 2018.

Mayor – Carman Kidd

Clerk – David B. Treen

The Corporation of the City of Temiskaming Shores

By-law No. 2018-105

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 265 and 267 Crystal Crescent – Roll Nos. 54-18-020-002-144.23 and 54-18-020-002-144.24

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 22 and Lot 23, Plan 54M-360;

And whereas Council considered Memo No. 005-2018-CGP at the June 19, 2018 Regular Council meeting and directed staff to prepare the necessary by-law to deem Lots 22 and 23 on Plan 54M-360 to no longer be Lots on a Plan of Subdivision 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 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) Plan 54M-360, Lot 22; and
 - b) Plan 54M-360, Lot 23;
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 19th day of June, 2018.

Mayor – Carman Kidd

Clerk – David B. Treen

Schedule “A”

City of Temiskaming Shores



265 & 267 Crystal Crescent

The Corporation of the City of Temiskaming Shores

By-law No. 2018-106

**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 19, 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 19, 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 19th day of June, 2018.

Mayor – Carman Kidd

Clerk – David B. Treen