



**The Corporation of the City of Temiskaming Shores**  
**Regular Meeting of Council**  
**Tuesday, July 9, 2019**  
**6:00 P.M.**  
**City Hall Council Chambers – 325 Farr Drive**

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**Agenda**

1. **Call to Order**
  
2. **Roll Call**
  
3. **Review of Revisions or Deletions to Agenda**
  
4. **Approval of Agenda**

**Draft Motion**

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

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

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

**Draft Motion**

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

- a) Regular meeting of Council – June 18, 2019

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

*7.1. Potential Disposition of Municipal Land*

**Applicant:** RK Breau Holdings Inc. Roger Breau

**Subject Land:** Parts 1 & 3 on Plan 54R-6002; Parts 1 & 2 on Plan M-275T  
Raymond Street

**Purpose:** Development of a multiple phase multiplex residential development

*Draft Motion*

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges the presentation in regards to the potential disposition of land from the Municipal Clerk;

That Council authorizes staff to continue with a potential disposition of land with RK Holdings Inc.; and

That Council hereby authorizes RK Breau Holdings Inc., at their expense, to apply for a site-specific amendment to the Zoning By-law to rezone the property from Low Density Residential (M2) to a High Density Residential exception to permit three residential buildings each containing six units.

8. **Question and Answer Period**

9. **Presentations / Delegations**

a) Amanda Mongeon, Timiskaming Health Unit

**Re:** STATO – Education / Communications Plan - Sharrows

*Draft Motion*

Be it resolved that Council acknowledges the presentation from Amanda Mongeon in regards to STATO Education / Communications Plan – Sharrows.

- b) Gerry Brandon, Owner – L'Autochtone Restaurant

**Re:** Outdoor Patio

- c) Mitch Lafreniere, Manager of Physical Assets

**Re:** Update – 2019 Spring Ice Damage

*Draft Motion*

Be it resolved that Council acknowledges the presentation from the Manager of Physical Assets, Mitch Lafreniere on the update on the 2019 Spring Ice Damage.

**10. Communications**

- a) Jon Pegg, Chief of Emergency Management – Ministry of the Solicitor General

**Re:** City compliant with Emergency Management and Civil Protection Act

**Reference:** Received for Information

- b) Jocelyn Blais & Nichole Geurtin – President's Suites / Café Meteor Bistro

**Re:** Concerns with rehabilitation of South Marina

**Reference:** Referred to the Director of Recreation

- c) Andrea Horwath, Leader of the Official Opposition Party - NDP

**Re:** Invitation to meet – 2019 AMO Conference

**Reference:** Received for Information

- d) Honourable Steve Clark, Minister – Ministry of Municipal Affairs and Housing

**Re:** Municipal Disaster Recovery Assistance (MDRA) program – Pilot Project fund – climate resilience improvements

**Reference:** Received for Information

- e) Mark & Carole Wilson – 325 Lakeview Ave. N.

**Re:** Request to Purchase Municipal Land

**Reference:** Referred to Municipal Clerk

Draft Motion

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

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

Draft Motion

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

- a) Minutes of the Age Friendly Community Committee meeting held on March 18, 2019;
- b) Minutes of the Business Improvement Area Board meeting held on April 4, 2019;
- c) Minutes of the Temiskaming Shores Public Library Board meeting held on May 15, 2019;
- d) Minutes of the City of Temiskaming Shores Committee of Adjustment meeting held on February 27, 2019;

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

Draft Motion



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

- a) Minutes of the Recreation Services Committee meeting held on May 13, 2019;

**13. Reports by Members of Council**

**14. Notice of Motions**

**15. New Business**

- a) **Memo No. 013-2019-RS – Funding Application for Splash Pad – FedNor, NOHFC**

*Draft Motion*

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 013-2019-RS; and

That Council authorizes staff to submit a funding application to FedNor and the Northern Ontario Heritage Corporation in the amount of \$100,000 per agency in support of the Rotary Splash Pad project.

- b) **Memo No. 014-2019-RS – Funding Application for Age Friendly program from New Horizon's and Seniors Community Grant program**

*Draft Motion*

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 014-2019-RS;

That Council authorizes staff to submit a funding application to the New Horizon's for Seniors Grant in the amount of \$16,250; and

That Council authorizes staff to submit a funding application to the Seniors Community Grant program in the amount of \$10,000.

**c) January to June 2019 Year-to-Date – Capital Financial Report**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of the January to June 2019 Year-to-Date Capital Financial Report for information purposes.

**d) Memo No. 013-2019-CS – Appointment of various Enforcement Officers**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 013-2019-CS;

That Council directs staff to prepare the necessary by-law to appoint Ms. Roxanne St. Germain and Ms. Jennifer MacKewn as Municipal Law Enforcement Officers for the purpose of enforcing the City's Animal Control by-law and Noise by-law as it relates to Animal Control Services for consideration at the July 9, 2019 Regular Council meeting; and

That Council directs staff to prepare the necessary by-laws to appoint Mr. Michael Pilon as a Building Inspector, Property Standards Officer, Municipal Law Enforcement Officer, Fence Viewer, and a Livestock and Poultry Valuer for consideration at the July 9, 2019 Regular Council meeting.

**e) Memo No. 014-2019-CS – Authorization of Events - ESCSM 50<sup>th</sup> Anniversary**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 014-2019-CS; and

That Council hereby authorizes the ESCSM 50<sup>th</sup> Anniversary events scheduled for 2019.

**f) Memo No. 015-2019-CS – Culinary Tourism Strategy Implementation – Phase 2 Fed Nor Funding Application**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 015-2019-CS; and

That Council acknowledges that Fed Nor has approved the Culinary Tourism Strategy funding application under Phase 1 and that staff has submitted an application under Phase 2.

**g) Memo No. 016-2019-CS – Rural and Northern Immigration Pilot**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 016-2019-CS;

That Council further acknowledges that both partner municipalities (Timmins & North Bay) have been approved for the Federal Rural and Northern Immigration Pilot project; and

That as a partner municipality, local businesses may have an opportunity to find potential employees.

**h) Administrative Report No. CS-028-2019 – Amendments to By-law No. 2012-039 (User Fees) Planning Fees – Additional Categories**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CS-028-2019; and

That Council directs staff to prepare the necessary by-law to amend Schedule “E” to By-law No. 2012-039 (User Fees) to include additional categories for various planning processes for consideration at the July 9, 2019 Regular Council meeting.

**i) Administrative Report No. CS-029-2019 – Selection of Realtor for Disposition of Bucke Park Campground**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CS-029-2019; and

That Council authorizes staff to enter into an agreement with Miller Realty Group at a commission rate of 3.8% for the disposition of the Bucke Park Campground for consideration at the July 9, 2019 Regular Council meeting.

**j) Administrative Report No. CS-030-2019 – Release of Request for Proposal (RFP) for Skate Sharpening Booth at the Don Shepherdson Memorial Arena**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CS-030-2019; and

That Council directs staff to release Request for Proposal CS-RFP-002-2019 for the operation of the Skate Sharpening Booth at the Don Shepherdson Memorial Arena.

**k) Administrative Report No. CS-031-2019 – Dymond Water Infrastructure – Applications for funding assistance (NOHFC & Fed Nor)**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CS-031-2019;

That Council supports the submission of a funding application to NOHFC in the amount of \$937,500 to complete the Dymond Water Upgrades Infrastructure Project;

That Council supports the submission of a funding application to Fed Nor in the amount of \$750,000 to complete the project;

That City will allocate \$187,500 towards this project through the 2020 budget process; and

That City is responsible for any expenditures related to cost overruns incurred by the project.

**l) Administrative Report No. CS-032-2019 – Forest Industry Report**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CS-032-2019;

That Council supports the forestry sector within our region and wishes to show their support through the installation of an “It Takes a Forest” sign;

That Council supports participation in a Forestry Day Tour for elected officials to learn more about the sector; and

That Council directs staff to work with forestry sector members to create an awareness campaign that can be used within the community and area schools.

**m) Administrative Report No. CS-033-2019 – Lease Agreement with Temiskaming Festival of Music**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CS-033-2019; and

That Council directs staff to prepare the necessary by-law to enter into a lease agreement with the Temiskaming Festival of Music for space in the New Liskeard Community Hall for consideration at the July 9, 2019 Regular Council meeting.

**n) Memo No. 013-2019-PW – STATO Addition of Bicycle Routes**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 013-2019-PW;

That Council acknowledges that staff will proceed with “sharrow lanes” on Armstrong (Wabi Bridge) in 2019 and delay work on Georgina Ave.; and

That Council acknowledges that staff will work to develop a more comprehensive plan to expand bicycle routes to coincide with roadway resurfacing and reconstruction work as it is planned.

**o) Administrative Report No. PW-020-2019 – Supply and Delivery of Bulk Course Highway Salt**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. PW-020-2019; and

That Council directs Staff to prepare the necessary by-law and agreement with *Compass Minerals Canada Corp.* for the supply and delivery of Bulk Course Highway Salt for the 2019-20 Winter Operations in the amount of \$ 127.00 per tonne plus HST for consideration at the July 9, 2019 Regular Council meeting.

**p) Administrative Report No. PW-021-2019 Haileybury Wastewater Treatment Plant – Rehabilitation Project**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. PW-021-2019; and

That as outlined in By-law No. 2017-015, *Procurement Policy, Section 6, Approval Authority*, Council approves the award to perform the necessary work related to the completion of the Haileybury Wastewater Treatment Plant Rehabilitation Project to New Liskeard Sheet Metal in the amount of \$ 71,892.27 plus applicable taxes and direct staff to issue the required Purchase Order.

**16. By-laws**

Draft Motion

Be it resolved that:

By-law No. 2019-106 Being a by-law to appoint Municipal Law Enforcement Officers for the purpose of enforcing the City's Animal Control By-law and Noise By-law as it relates to Animal Control Services – Roxanne St. Germain & Jennifer MacKewn

By-law No. 2019-107 Being a by-law to appoint a Building Inspector for the City of Temiskaming Shores – Michael Pilon

- By-law No. 2019-108 Being a by-law to appoint a Property Standards Officer for the purpose of enforcing by-laws related to the Use and Occupancy of Property within the City of Temiskaming Shores – Michael Pilon
- By-law No. 2019-109 Being a by-law to appoint a Municipal Law Enforcement Officer – Michael Pilon
- By-law No. 2019-110 Being a by-law to amend By-law No. 2005-122, as amended, a by-law to establish a Service Delivery Program under the Line Fences Act in order to Appoint an Alternate Fence Viewer for the City of Temiskaming Shores – Michael Pilon
- By-law No. 2019-111 Being a by-law to amend By-law No. 2005-110, as amended, a by-law to establish a Service Delivery Program under the Livestock, Poultry and Honey Bee Protection Act, as amended, in order to appoint Alternate Livestock and Poultry Valuers for the City of Temiskaming Shores – Michael Pilon
- By-law No. 2019-112 Being a by-law to amend By-law No. 2012-039, as amended being a by-law to adopt Schedules of Departmental User Fees and Services for the City of Temiskaming Shores – Schedule “E” Planning, By-law and Building Services
- By-law No. 2019-113 Being a by-law to enter into an agreement with Miller Realty Group Inc. Brokerage as Realtor for the disposition of Bucke Park Campground
- By-law No. 2019-114 Being a by-law to enter into an agreement with Compass Minerals Canada Corp. for the supply and delivery of Bulk

Course Highway Salt at various locations within the City of  
Temiskaming Shores

By-law No. 2019-115 Being a by-law to authorize the entering into a lease agreement with the Temiskaming Festival of Music for the rental of space at the New Liskeard Community Hall

be hereby introduced and given first and second reading.

Draft Motion

Be it resolved that

By-law No. 2019-106;

By-law No. 2019-107;

By-law No. 2019-108;

By-law No. 2019-109;

By-law No. 2019-110;

By-law No. 2019-111;

By-law No. 2019-112;

By-law No. 2019-113;

By-law No. 2019-114; and

By-law No. 2019-115;

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) Special – Tuesday, July 16, 2019 at 6:00 p.m.
- b) Regular – Tuesday, August 13, 2019 at 6:00 p.m.
- c) Regular – Tuesday, September 3, 2019 at 6:00 p.m.

**18. Question and Answer Period**



**19. Closed Session**

*Draft Motion*

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

- a) **Adoption of the July 9, 2019 – Closed Session Minutes**
- b) **Under Section 239 (2) (d) of the Municipal Act, 2001 – Labour relations – Organizational Chart;**

*Draft Motion*

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

**20. Confirming By-law**

*Draft Motion*

Be it resolved that By-law No. 2019-116 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 **July 9, 2019** be hereby introduced and given first and second reading.

*Draft Motion*

Be it resolved that By-law No. 2019-116 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 18, 2019  
6:00 P.M.  
City Hall Council Chambers – 325 Farr Drive**

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**Minutes**

**1. Call to Order**

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

**2. Roll Call**

Council: Mayor Carman Kidd; Councillors Patricia Hewitt, 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  
Laura-Lee MacLeod, Treasurer

Regrets: Councillor Jesse Foley

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

Members of the Public Present: 0

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

None.

**4. Approval of Agenda**

*Resolution No. 2019-348*

Moved by: Councillor Whalen  
Seconded by: Councillor Laferriere

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

**Carried**

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

None.

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

*Resolution No. 2019-349*

Moved by: Councillor Jelly  
Seconded by: Councillor Laferriere

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

- a) Regular meeting of Council – June 4, 2019

**Carried**

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

None.

**8. Question and Answer Period**

None.

**9. Presentations / Delegations**

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

**Re:** 2018 Audited Financial Statements

Steve Acland read a portion of the opinion contained in the Independent Auditors' Report prepared by Kemp Elliott & Blair in regards to the 2018 Financial Statement for the City of Temiskaming Shores. Steve stated that *"In our opinion, the accompanying consolidated financial statements fairly, in all material respects, the financial position of the Corporation of the City of Temiskaming Shores as at December 31, 2018, and the results of its operations, change in net financial assets (net debt) and cash flows for the year then ended in accordance with Canadian public sector accounting standards."*

Laura-Lee MacLeod, Treasurer for the City proceeded to review certain aspects of the audited statements using a slide deck which included financial assets, liabilities, non-financial assets, revenues and expenditures for 2018.

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

Resolution No. 2019-350

Moved by: Councillor Laferriere

Seconded by: Councillor McArthur

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt and approves the 2018 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 2018 Consolidated Financial Statements are available at City Hall and on the City's website in accordance with Section 295 of the Municipal Act, 2001.

**Carried**

**10. Communications**

a) Bill Ramsay, Tri-Town Sno-Travellers Club Echo

**Re:** Sponsorship – Frog's Breath Funding

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

b) Association of Municipalities Ontario (AMO)

**Re:** Policy Update – Bill 108, More Homes, More Choice Act, 2019

**Reference:** Received for Information

- c) Adam Redish, Assistant Deputy Minister – Ministry of Infrastructure  
**Re:** Ontario Regulation 588/17 Asset Management Planning for Municipal Infrastructure  
**Reference:** Received for Information
  
- d) Association of Municipalities Ontario (AMO)  
**Re:** Policy Update – Bill 108 Receives Royal Assent with Several Amendments  
**Reference:** Received for Information
  
- e) Association of Municipalities Ontario (AMO)  
**Re:** Policy Update – Legislature Rises and Waste Related Developments  
**Reference:** Received for Information
  
- f) Roger Breau, President - RK Breau Holdings Inc.  
**Re:** Application to Purchase Municipal Land – Roland / Raymond intersection  
**Reference:** Referred to the City Clerk

Resolution No. 2019-351

Moved by: Councillor Whalen

Seconded by: Councillor Jelly

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

**Carried**

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

Resolution No. 2019-352

Moved by: Councillor McArthur  
Seconded by: Councillor Laferriere

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 March 6, 2019;
- b) Minutes of the Timiskaming Board of Health meeting held on April 24, 2019;
- c) Timiskaming Health Unit Fourth Quarter (2018) Report to the Board of Health;  
and
- d) Timiskaming Health Unit First Quarter (2019) Report to the Board of Health.

**Carried**

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

Resolution No. 2019-353

Moved by: Councillor Laferriere  
Seconded by: Councillor Jelly

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

- a) Minutes of the Protection to Persons and Property Committee meeting held on May 7, 2019;
- b) Minutes of the Building Maintenance Committee meeting held on May 14, 2019;
- c) Minutes of the Public Works Committee meeting held on May 14, 2019; and
- d) Minutes of the Corporate Services Committee meeting held on May 30, 2019.

**Carried**

**13. Reports by Members of Council**

None.

**14. Notice of Motions**

None.

**15. New Business**

**a) Support – Combined Ontario Good Roads Association (OGRA) and Rural Ontario Municipal Association (ROMA)**

*Resolution No. 2019-354*

Moved by: Councillor Hewitt  
Seconded by: Councillor Laferriere

Whereas during the 2019 OGRA conference AGM a resolution was passed regarding the re-establishment of an annual combined conference for both OGRA and ROMA; and

Whereas as a past attendee of the combined conferences, it makes sense for the OGRA and ROMA conferences to be returned to a combined conference each February, not only financially for the municipality but also for availability for participation of members of Council and staff.

Now therefore be it resolved that the Council of the City of Temiskaming Shores hereby encourages ROMA to reconsider combining the OGRA & ROMA conference as in previous years; and

Further that a copy of this resolution be sent to the ROMA Board of Directors.

**Carried**

**b) Support – Amendments to the Fisheries Act (Bill C-68)**

*Resolution No. 2019-355*

Moved by: Councillor Jelly  
Seconded by: Councillor Laferriere

Whereas the Federal Government has proposed Bill C-68, an Act to amend the Fisheries Act and other Acts in consequence; and

Whereas Bill C-68 was amended by the Standing Committee on Fisheries and Oceans, to rewrite Section 2(2) of the Fisheries Act; and

Whereas this amendment will deem any body of water capable of supporting fish as being a fish habitat; and

Whereas consequential of this amendment, puddles in farm fields, municipal lands, drainage ditches or water reservoirs can possibly be declared protected fish habitats; and

Whereas this amendment has been described by the Canadian Cattlemen's Association as something which will "place a crippling regulatory burden on family-owned operations"; and

Whereas Bill C-68 as it currently reads threatens the future viability of the family farm in Canada.

Now therefore be it resolved that the Council of the City of Temiskaming Shores hereby petitions the Parliament of Canada to remove the proposed changes to Section 2(2) of the Fisheries Act; and

Further that a copy of this resolution be sent to Prime Minister Justin Trudeau; Anthony Rota, MP for Nipissing-Timiskaming; and John Vanthof, MPP for Timiskaming-Cochrane.

**Carried**

**c) Support – Ontario Municipal Partnership Fund (OMPF)**

Resolution No. 2019-356

Moved by: Councillor Whalen  
Seconded by: Councillor McArthur

Whereas the Ontario Municipal Partnership Fund (OMPF) is the Province's main general assistance grant to municipalities; and

Whereas the OMPF is a critical component of the provincial-municipal fiscal relationship, especially for northern and rural municipalities; and

Whereas since 2012, grant allocations have decreased from \$598 million to \$505 million in 2019; and

Whereas the City of Temiskaming Shores has seen a decrease in its OMPF grant allocation of \$2.1 million since 2008; and

Whereas the Ontario government has committed to consult with municipalities in 2019 regarding the future of the OMPF with the objective of ensuring that the program remains sustainable and focused on the northern and rural municipalities that depend on this funding the most; and

Whereas reductions in the funding have a significant impact on municipal finances, with the loss of revenue typically being made up through increased tax levies; and

Whereas this has the potential of adversely affecting housing affordability in the affected municipalities and is contrary to the Province's stated goal of improving housing affordability.



Now therefore be it resolved that the Council for the City of Temiskaming Shores hereby petitions the Provincial government to maintain OMPF funding at not less than its current funding levels; and

Further that a copy of this resolution be sent to Premier Doug Ford; Honourable Victor Fedeli, Minister of Finance and FONOM.

**Carried**

**d) Memo No. 009-2019-CS – Deeming By-law – 155 Cross Lake Road**

Resolution No. 2019-357

Moved by: Councillor Jelly

Seconded by: Councillor Laferriere

Whereas Brad Sauve, owner of 155 Cross Lake Road, 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 11, 12 and part of Lot 13 on Plan M-71 N.B. to no longer be Lots on a Plan of Subdivision for consideration at the June 18, 2019 Regular Council meeting.

**Carried**

**e) Memo No. 011-2019-CS – Appointment of community representative to the Temiskaming Shores Accessibility Advisory Committee (TSAAC) – Courtney Romanko**

Resolution No. 2019-358

Moved by: Councillor Whalen

Seconded by: Councillor Laferriere

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 011-2019-CS; and

That Council acknowledges the resignation of Debbie Despres (March of Dimes) from the Temiskaming Shores Accessibility Advisory Committee and direct staff to prepare the necessary by-law to appoint Courtney Romanko (March of Dimes) to the Temiskaming Shores Accessibility Advisory Committee for consideration at the June 18, 2019 Regular Council meeting.

**Carried**

**f) Memo No. 012-2019-CS – 481 Albert Street – Amanda & Brad Masulka**

Resolution No. 2019-359

Moved by: Councillor Jelly  
Seconded by: Councillor Hewitt

Whereas Amanda & Brad Masulka, owners of 481 Albert Street, 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 for the purposes of constructing a dwelling; and

Whereas the owner has acknowledged that registration of the pending deeming by-law on title will be at their 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 180, 181, 182 and 183 on Plan M-143 N.B. to no longer be Lots on a Plan of Subdivision for consideration at the June 18, 2019 Regular Council meeting.

**Carried**

**g) Administrative Report No. CS-026-2019 – Lease Agreement – Dr. Hillary Lawson – Haileybury Medical Centre**

Resolution No. 2019-360

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-026-2019;

That Council directs staff to prepare the necessary by-law to enter into a lease agreement with Dr. Hillary Lawson for space at the Haileybury Medical Centre for consideration at the June 18, 2019 Regular Council meeting.

**Carried**

**h) Administrative Report No. CS-027-2019 – Finance Departmental User Fees**

Resolution No. 2019-361

Moved by: Councillor Laferriere  
Seconded by: Councillor McArthur

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CS-027-2019; and

That Council directs staff to prepare the necessary by-law to amend By-law No. 2012-039 to include fees for the finance department under Schedule “A” – Administration/Corporate Services for consideration at the June 18, 2019 Regular Council Meeting.

**Carried**

**i) Memo No. 012-2019-PW – Adoption of an Energy and Conservation Demand Management Plan**

Resolution No. 2019-362

Moved by: Councillor Whalen  
Seconded by: Councillor Laferriere

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 012-2019-PW; and

That Council directs staff to prepare the necessary by-law to repeal By-law No. 2016-102 and adopt a new Energy Conservation and Demand Management Plan for consideration at the June 18, 2019 Regular Council meeting.

**Carried**

**j) Administrative Report No. PW-018-2019 – Equipment Purchase – Light Duty Trucks**

Resolution No. 2019-363

Moved by: Councillor Whalen  
Seconded by: Councillor McArthur

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. PW-018-2019;

That Council directs staff to prepare the necessary by-law to purchase one (1)  $\frac{3}{4}$  ton light duty trucks, as detailed in Request for Proposal PW-RFP-002-2019, from Wilson Chevrolet at a cost of \$36,809.95 plus applicable taxes for consideration at the June 18, 2019 Regular Council meeting;

That Council directs staff to prepare the necessary by-law to purchase one (1)  $\frac{1}{2}$  ton light duty trucks, as detailed in Request for Proposal PW-RFP-002-2019, from Bill Mathews Motors at a cost of \$32,119 plus applicable taxes for consideration at the June 18, 2019 Regular Council meeting; and

That Council approves the purchase of appurtenances for the above noted vehicles to an upset limit of \$1,500 plus applicable taxes.

**Carried**

**k) Administrative Report No. PW-019-2019 – Solid Waste Management – Agreement with Phippen Waste Management Ltd.**

Resolution No. 2019-364

Moved by: Councillor Laferriere

Seconded by: Councillor Hewitt

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. PW-019-2019;

That directs staff to prepare the necessary by-law to enter into a 15 year agreement with Phippen Waste Management for the collection, removal and disposal of refuse and recyclables; for the operation and maintenance of the current operating Municipal Landfill Site and for the operation and maintenance of the Municipal Spoke Transfer Station for consideration by Council at the June 18, 2019 Regular Meeting of Council.

**Carried**

**l) Memo No. 012-2019-RS – Sponsorship – Tri-Town Sno-Travellers – Frog’s Breath Application**

Resolution No. 2019-365

Moved by: Councillor Laferriere

Seconded by: Councillor Hewitt

Whereas the Tri-Town Sno-Travellers has applied for funding to the Frog’s Breath Foundation in the amount of \$25,000 to assist with the purchase of a side by side vehicle to be used primarily for grooming the Wabi River and Lake Temiskaming trails; and

Whereas Tri-Town Sno-Travellers requires a registered charitable organization to sponsor their application to the Frog’s Breath Foundation and has requested that the City partner on the said application.

Now therefore be it resolved that the Council of the City of Temiskaming Shores hereby agrees to sponsor the Tri-Town Sno-Travellers funding application to the Frog’s Breath Foundation.

**Carried**

**16. By-laws**

Resolution No. 2019-366

Moved by: Councillor Laferriere

Seconded by: Councillor Jelly

Be it resolved that:

By-law No. 2019-096 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 - 155 Cross Lake Road (Roll No. 54-18-030-009-291.00)

By-law No. 2019-097 Being a by-law to amend By-law No. 2019-018 (Committee Appointments) – Temiskaming Shores Accessibility Advisory Committee

By-law No. 2019-098 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 - 481 Albert Street (Roll No. 54-18-030-012-074.00)

By-law No. 2019-099 Being a by-law to enter into a lease agreement with Dr. Hillary Lawson for the rental of space at the Haileybury Medical Centre

By-law No. 2019-100 Being a by-law to adopt a Corporate Energy Conservation and Demand Management Plan

By-law No. 2019-101 Being a by-law to enter into a Purchase Agreement with Wilson Chevrolet Limited for the supply and delivery of one (1)  $\frac{3}{4}$  ton Chevrolet Light Duty Truck

By-law No. 2019-102 Being a by-law to enter into a Purchase Agreement with Bill Mathews Motors for the supply and delivery of one (1)  $\frac{1}{2}$  ton Ford Light Duty Truck

By-law No. 2019-103 Being a by-law to enter into an Agreement with Phippen Waste Management for the Collection, Removal and Disposal of Refuse, Recyclable Materials; for the operation and maintenance of the currently operated Municipal Landfill Site and for the operation and maintenance of the Municipal Spoke Transfer Station Operations

By-law No. 2019-104 Being a by-law to amend By-law No. 2012-039 (Fees By-law) - Finance Department Fees

be hereby introduced and given first and second reading.

**Carried**

Resolution No. 2019-367

Moved by: Councillor McArthur

Seconded by: Councillor Whalen

Be it resolved that

By-law No. 2019-096;

By-law No. 2019-097;

By-law No. 2019-098;

By-law No. 2019-099;

By-law No. 2019-100;

By-law No. 2019-101;

By-law No. 2019-102;

By-law No. 2019-103; and

By-law No. 2019-104

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, July 9, 2019 at 6:00 p.m.

b) Regular – Tuesday, August 13, 2019 at 6:00 p.m.

**18. Question and Answer Period**

None.

**19. Closed Session**

*Resolution No. 2019-368*

Moved by: Councillor Whalen

Seconded by: Councillor Hewitt

Be it resolved that Council agrees to convene in Closed Session at 6:50 p.m. to discuss the following matters:

- a) **Adopting of the April 16, 2019 – Closed Session Minutes**
- b) **Adoption of the May 21, 2019 – Closed Session Minutes**
- c) **Under Section 239 (2) (d) of the Municipal Act, 2001 – Labour relations – Human Resources Report**
- d) **Under Section 239 (2) (d) of the Municipal Act, 2001 – Labour relations – Pay Equity Plan**

**Carried**

*Resolution No. 2019-369*

Moved by: Councillor Whalen

Seconded by: Councillor Laferriere

Be it resolved that Council agrees to rise with report from Closed Session at 7:08 p.m.

**Carried**

**Matters from Closed Session:**

- a) **Adoption of the April 16, 2019 Closed Session Minutes**

*Resolution No. 2019-370*

Moved by: Councillor Jelly

Seconded by: Councillor Whalen

Be it resolved that Council approves the April 16, 2019 Closed Session Minutes as printed.

**Carried**

**b) Adoption of the May 21, 2019 Closed Session Minutes**

Resolution No. 2019-371

Moved by: Councillor Laferriere

Seconded by: Councillor Hewitt

Be it resolved that Council approves the May 21, 2019 Closed Session Minutes as printed.

**Carried**

**c) Under Section 239 (2) (b) of the Municipal Act, 2001 – Personal matter about an identifiable individual – Organizational Chart**

Director of Corporate Services provided Council with an update on various HR matters including recently filled positions, leaves and pending retirements.

**d) Under Section 239 (2) (d) of the Municipal Act, 2001 – Labour relations – Pay Equity Plan**

Council provided direction to staff in Closed Session.

**20. Confirming By-law**

Resolution No. 2019-372

Moved by: Councillor Jelly

Seconded by: Councillor Laferriere

Be it resolved that By-law No. 2019-105 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 18, 2019 be hereby introduced and given first and second reading.

**Carried**



Resolution No. 2019-373

Moved by: Councillor Whalen  
Seconded by: Councillor Laferriere

Be it resolved that By-law No. 2019-105 be given third and final reading, be signed by the Mayor and Clerk and the corporate seal affixed thereto.

**Carried**

**21. Adjournment**

Resolution No. 2019-374

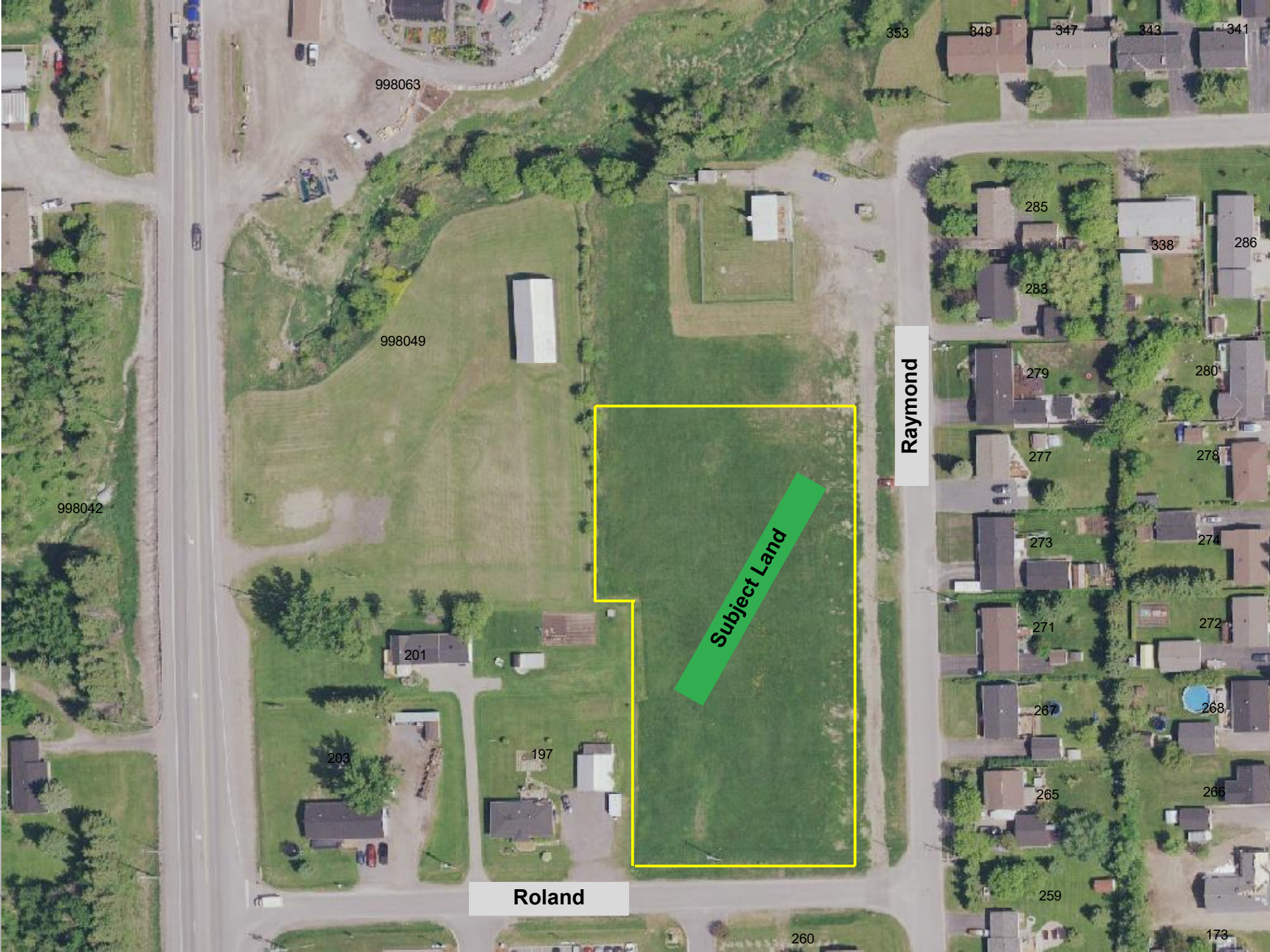
Moved by: Councillor McArthur  
Seconded by: Councillor Jelly

Be it resolved that City Council adjourns at 7:10 p.m.

**Carried**

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Clerk – David B. Treen



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Roland

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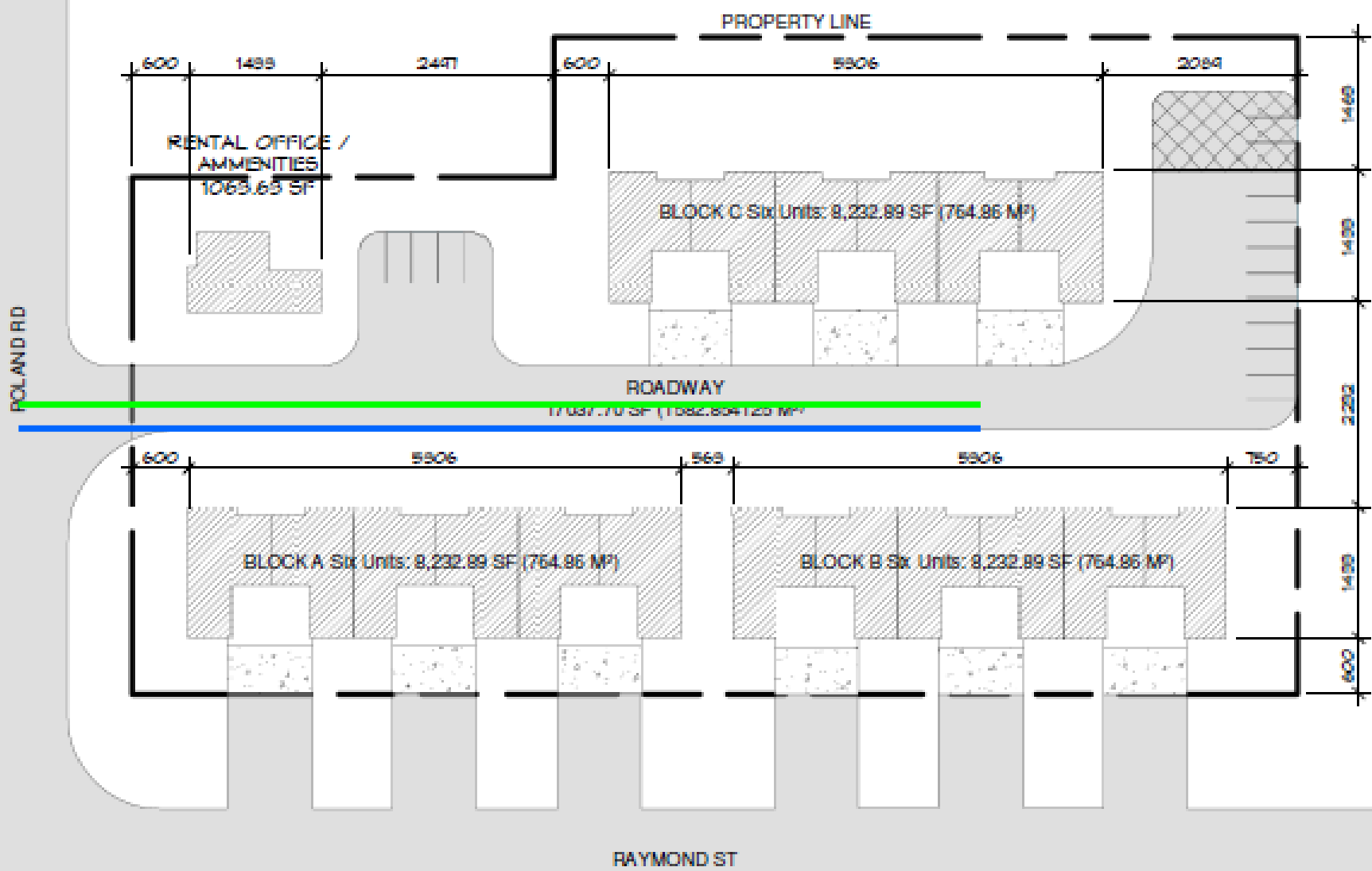
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# RK Breau Land Request



## Background

- RK Breau Holdings Inc. is seeking to acquire the subject property for the development of 3 complexes consisting of 6 dwelling units in each;
- Municipal staff met with Mr Roger Breau on June 10, 2019 to review the proposal and discuss various requirements (i.e. zoning, servicing, etc.);



# Proposed Site Plan

July 9, 2019



# RK Breau Land Request



## Requirements

- Site-specific Zoning Amendment to change from Low Density Residential to High Density Residential;
- A reference plan would be required as the applicant is seeking to acquire Parts 1 & 3 (54R-6002), Part 1 (M275 T) and half of Part 2 (M275 T) – reference plan required to legally describe half of Part 2;
- Applicant offering \$140,000 which is consistent with an appraisal completed on the subject property;

# RK Breau Land Request



## Corporate Services Committee

- Staff updated the Corporate Services Committee at the June 24, 2019 meeting;
- Mr. Breau is seeking permission from the City to proceed with the required Zoning By-law Amendment as a condition of the sale and requires Council authorization to apply;
- Committee carried recommendation to have staff continue with a potential disposition of the land with RK Breau Holdings – schedule public meeting (Jul 9/19) in accordance with By-law 2015-160 – RK Breau be authorized by Council to apply for a site-specific amendment to the Zoning By-law.
- Notice of public meeting provided in Community Bulletin;

July 9, 2019

# RK Breau Land Request

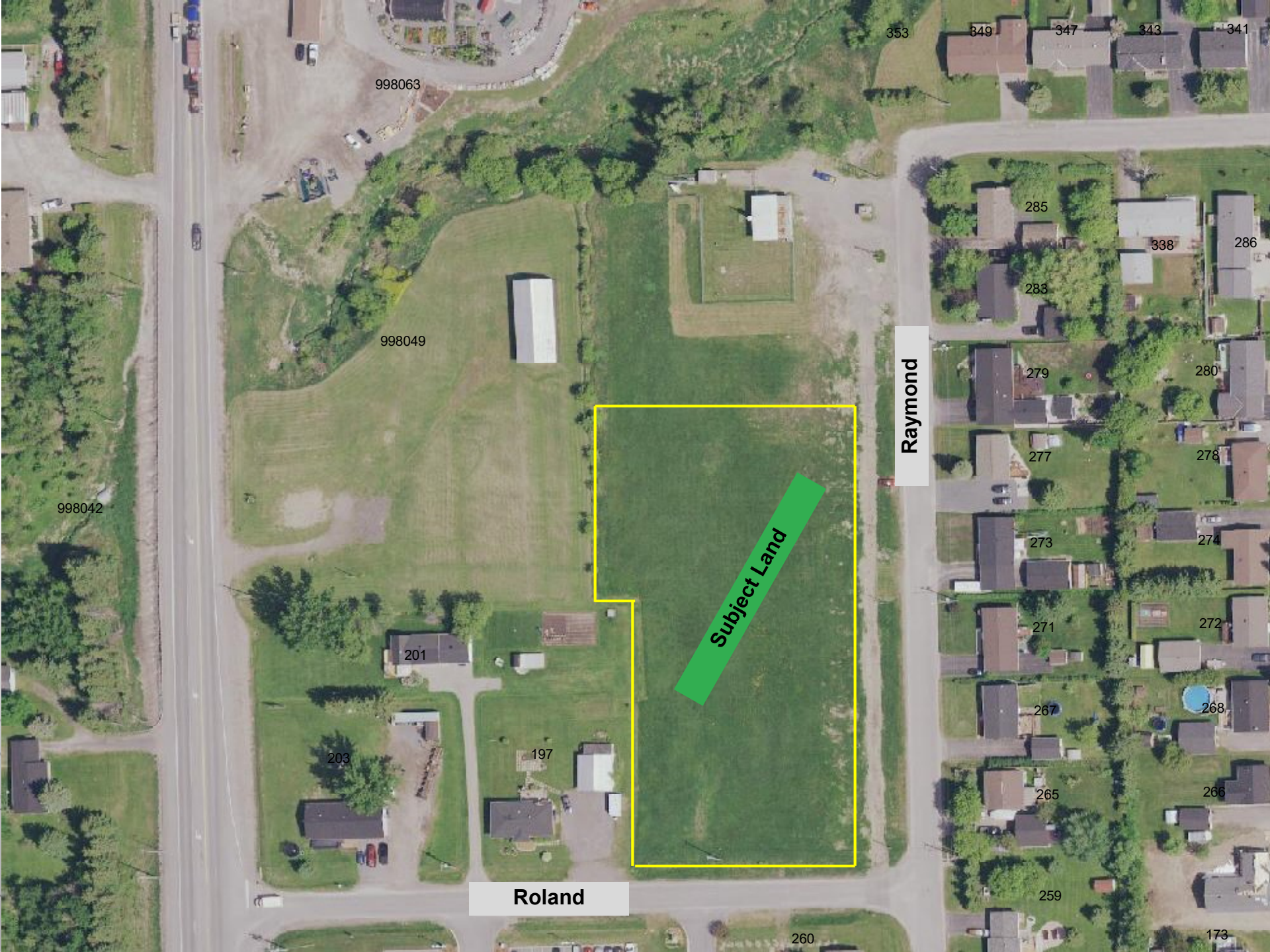


## Public Comment

Rivard Bros attended the Clerk's Office on July 4, 2019 and submitted an updated Offer of Purchase and Sale for the subject property and are of the opinion that their interest in the subject property never ceased.

July 9, 2019





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**Raymond**

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**Subject Land**

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**Roland**

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**Ministry of the Solicitor General**

Office of the Fire Marshal and  
Emergency Management

25 Morton Shulman Avenue  
Toronto ON M3M 0B1  
Tel: 647-329-1100  
Fax: 647-329-1143

**Ministère du Solliciteur général**

Bureau du commissaire des incendies  
et de la gestion des situations  
d'urgence

25 Morton Shulman Avenue  
Toronto ON M3M 0B1  
Tél. : 647-329-1100  
Télééc. : 647-329-1143



June 25, 2019

Your Worship Carman Kidd  
City of Temiskaming Shores  
P.O. Box 2050, 325 Farr Ave.  
Haileybury, ON P0J1K0

Dear Mayor:

It is the responsibility of municipalities to ensure they are in compliance with the Emergency Management and Civil Protection Act (EMCPA).

The Office of the Fire Marshal and Emergency Management (OFMEM) has reviewed the documentation submitted by your Community Emergency Management Coordinator (CEMC) and has determined that your municipality was compliant with the EMCPA in 2018.

The safety of your citizens is important, and one way to ensure that safety is to ensure that your municipality is prepared in case of an emergency. You are to be congratulated on your municipality's efforts in achieving compliance in 2018.

I look forward to continuing to work with you to ensure your continued compliance in 2019.

If you have any questions or concerns about the compliance monitoring process, please contact your Emergency Management Field Officer.

Sincerely,

A handwritten signature in black ink, appearing to read "Jon Pegg", written over a light grey circular stamp.

Jon Pegg  
Chief of Emergency Management

cc: Tim H. Uttley - CEMC  
Grant Murphy - Field Officer - Killarney Sector

June 25, 2019

Members of City Council  
City of Temiskaming Shores  
325 Farr Drive  
Haileybury, ON  
P0J 1K0



Re : South Haileybury Marina

Dear City Council Members,

This letter is to share our position with regard to the rehabilitation of the south Haileybury marina that is currently closed due to recent damages.

As residents and local businesses owners, the south marina is very important to us. We have been using it for several years and we were disappointed to find out that it was not re-opening for the short term and that it had an unclear future for the long term.

Although we understand the short-term situation, we strongly feel that the repair of the marina must be completed on a medium term perspective. Our marina represents one of the largest untapped economic development potential for Haileybury. As a community we simply cannot let go of something that has such a huge potential. We support the municipality in applying for programs to cover costs or a portion of the costs of repairs and understand that this might not be achieved for the short term. But we need to keep, maintain and even grow our marina.

We also realize that the marina might not represent today a positive revenue stream for the municipality. There might be other operating models that could be considered in collaboration with the private sector to enhance the operations and development of the facilities. When we look at the situation today, we often get feedback from visitors that our marina is not very user friendly with limited signage, limited personnel and even recently with the lack of refuelling capacity. Often our guests compare the services offered here with the innovative customer oriented approach they have taken in Ville-Marie just across the lake.

We encourage council and city personnel to view this situation as a potential for economic development for our region. As residents and business owners affected by the development of our marina, we hope that in a few years from now, both our Haileybury marinas will become an attraction used to full capacity.

Sincerely,

Jocelyn Blais & Nicole Guertin  
Presidents' Suites & Café Meteor Bistro  
[blaisjocelyn@gmail.com](mailto:blaisjocelyn@gmail.com) 705.650.2099

c.c. Tammy Caldwell, Director of Recreation

# Andrea Horwath



**Leader of the Official Opposition**  
**Chef de l'Opposition officielle**  
**MPP / Députée, Hamilton Centre**

## Queen's Park

Room 381, Main Legislative Building /  
Pièce 381, Édifice de l'Assemblée législative  
Queen's Park, Toronto, ON M7A 1A5  
☎ 416-325-8300 📠 416-325-8222  
✉ [ahorwath-qp@ndp.on.ca](mailto:ahorwath-qp@ndp.on.ca)

## Hamilton Centre

20 Hughson St. S., Suite 200  
Hamilton, ON L8N 2A1  
☎ 905-544-9644 📠 905-544-5152  
✉ [ahorwath-co@ndp.on.ca](mailto:ahorwath-co@ndp.on.ca)  
[andreahorwath.ca](http://andreahorwath.ca)

June 20, 2019

Your Worship Mayor Carman Kidd  
City of Temiskaming Shores  
325 Farr Drive, P.O. Box 2050  
Haileybury, ON P0J 1K0



Dear Mayor Carman Kidd,

Each year I welcome the opportunity to meet with mayors, wardens, reeves, councillors and municipal officials at the annual conference of the Association of Municipalities of Ontario. As the Leader of the Official Opposition, I would like to extend an invitation to meet with the Ontario NDP Caucus during this upcoming August 2019 Conference.

As you know, there are significant changes that the current government is implementing that will drastically impact communities like yours across the province. The government's 2019 Budget has made deep cuts to municipally-delivered services ranging from public health to childcare without meaningful consultation. After intense advocacy by Ontarians and municipal leaders, they reversed their decision to make these cuts retroactive. However their plans and fiscal framework for the coming years appear to still be based on deep cuts starting next year. I am deeply concerned that Ontarians will now have access to fewer affordable child care spaces, fewer ambulances, less infectious disease control, and fewer school meal programs.

My role as the Leader of the Official Opposition is to listen to and to work on behalf of all Ontarians. I believe that government must invest to make our province a better place for everyone, and work with our municipal partners to achieve this.

At the 2019 AMO Conference in Ottawa, I would welcome the opportunity to hear from you and your colleagues about the status of any consultations, the impact of the government's downloading and cuts, how your municipal government is coping with the retroactivity of the changes, and how my caucus and I can support your community. Please contact my scheduler, Devon Sissons, to schedule a meeting time, by email at [DSissons@ndp.on.ca](mailto:DSissons@ndp.on.ca).

If you are not planning to attend the conference and would like to meet with me or my team at another time, please contact my Director of Stakeholder Relations, Alex Callahan, by email at [AlexC@ndp.on.ca](mailto:AlexC@ndp.on.ca).

Sincerely,

A handwritten signature in blue ink, appearing to read "Andrea Horwath".

Andrea Horwath  
Leader of the Official Opposition and Ontario's NDP  
MPP, Hamilton Centre

**Ministry of  
Municipal Affairs  
and Housing**

Office of the Minister

777 Bay Street, 17<sup>th</sup> Floor  
Toronto ON M5G 2E5  
Tel.: 416 585-7000

**Ministère des  
Affaires municipales  
et du Logement**

Bureau du ministre

777, rue Bay, 17<sup>e</sup> étage  
Toronto ON M5G 2E5  
Tél. : 416 585-7000



**JUN 27 2019**

19-3347

Dear Head of Council:

The safety of the people of Ontario is a priority for our government and my ministry specifically. Many municipalities across the province have experienced damaging floods this spring and I want to thank the volunteers, first responders and all those on the ground who have been supporting displaced residents and helping with emergency response, clean-up and recovery.

As you know, the Municipal Disaster Recovery Assistance program (MDRA) assists qualifying municipalities to recover from a natural disaster. In the Made-in-Ontario Environment Plan, our government committed to reviewing MDRA to encourage municipalities to incorporate climate resilience improvements when rebuilding damaged property or infrastructure after a natural disaster. Through the Flood Mitigation Task Force announced in May 2019, we reaffirmed that commitment. We recognize that municipalities need to rebuild local infrastructure to better withstand extreme weather.

Today, I am pleased to inform you that our government is funding a new \$1 million pilot project through MDRA to help municipalities make improvements when repairing or rebuilding after a natural disaster. With this funding, municipalities may be eligible to receive additional funding of up to 15 per cent, over and above the cost of repairs to pre-disaster condition, to make climate resilience improvements. Damage from recent flooding that occurred after March 1, 2019 may be eligible for the enhanced funding.

In the coming days, Assistant Deputy Minister Marcia Wallace will be writing to your Chief Administrative Officer and/or Clerk to provide more information about the climate resilience incentive.

Thank you once again for your continued efforts as your municipality recovers from spring flooding. I look forward to continuing to work together to make our communities more resilient to extreme weather.

Sincerely,

A handwritten signature in black ink, appearing to read "Steve Clark".

Steve Clark  
Minister

Mr. Dave Treen  
Municipal Clerk  
City of Temiskaming Shores  
325 Farr Drive,  
Haileybury ON.  
P0J1S0  
Jan 23, 2019

Dear Dave,

How are you? We are writing to investigate the possibility of purchasing a small parcel of land that is currently the end of Glenhill Rd in New Liskeard. We own land on both sides of the subject land and we would be interested in purchasing the land to join our two properties. We understand that there would be an easement for Hydro on this land and we would also not be opposed to the use of this easement for walkers who access trails off Nippissing Ave. from lakeshore Drive.

We are also interested in purchasing the property in order that vehicles cannot access the end of this section of road as we often find garbage and brush dumped on our property. There would be no longer a requirement for the City to carry out snow removal on this section as we would be able to access the small garage that we have on the road in the winter using our own equipment.

If the City of Temiskaming Shores is interested in discussing this matter in greater detail with us we would be happy to meet with you at a your convenience.

Sincerely,

Mark and Carol Wilson  
325 Lakeview Ave. N  
New Liskeard, ON  
705-622-2376

Nipissing

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M. Wilson

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Ontario Northland Railway

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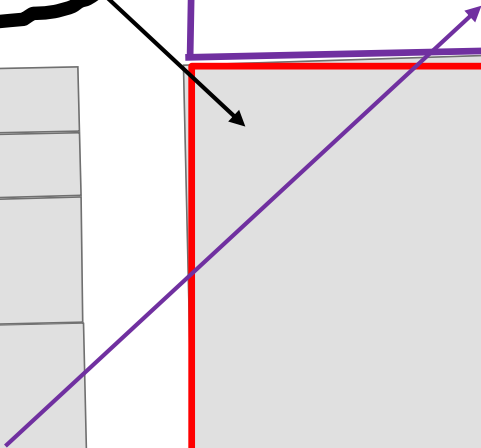
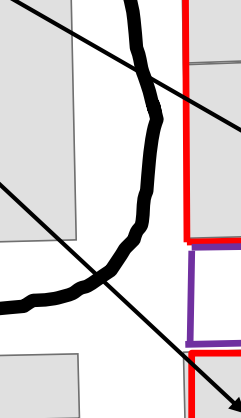
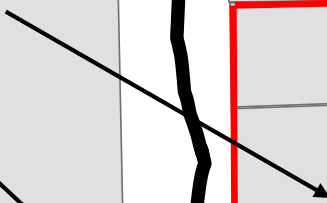
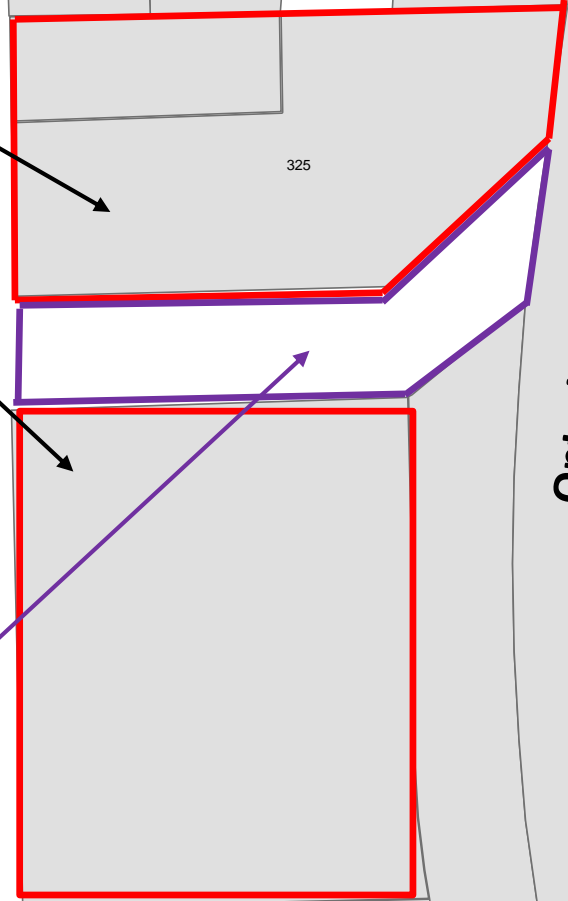
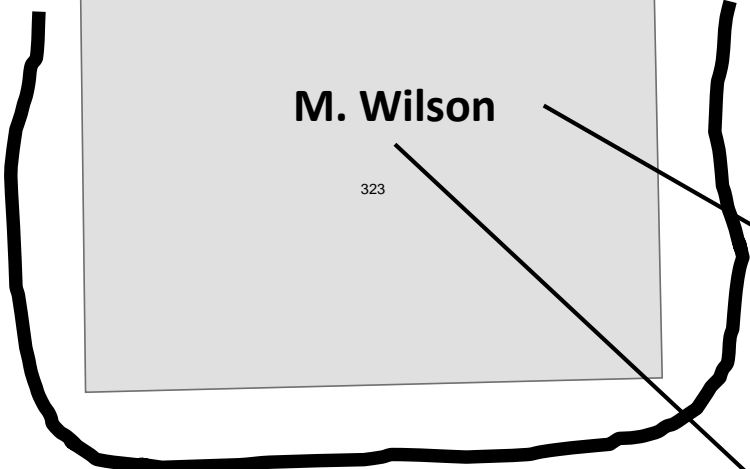
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Subject Property  
(ROW)



**AGE FRIENDLY COMMUNITY COMMITTEE MEETING MINUTES**

City of Temiskaming Shores

Monday March 18, 2019

**1.0 CALL TO ORDER**

The meeting was called to order at 2:00 p.m.

**2.0 ROLL CALL**

<b>PRESENT:</b>	Tammie Caldwell; Danielle Covello; Irene Chitaroni; Lorna Desmarais; Jan Edwards; Jessy Genier; Judy Lee; Mike Fila; Darlene Lemay; Cheryl Bakhuis; Karli Hawken; Ghislain Lambert;
<b>REGRETS:</b>	Nadia Pelletier; Councilor Patricia Hewitt

The Chair welcomed Darlene Lemay to the Committee.

**3.0 REVIEW OF REVISIONS OR DELETIONS TO AGENDA**

Tammie requested an addition to Section 9 subsection VI) Letter of Support – Temiskaming Shores Seniors Housing Corporation.

**4.0 APPROVAL OF AGENDA**

**MOVED BY:** Ghislain Lambert

**SECONDED BY:** Mike Fila

That the agenda for the March 18, 2019 Age Friendly Community Committee meeting be approved as amended.

**CARRIED**

**5.0 DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE**

There was no disclosure of pecuniary interest and general nature.

**6.0 REVIEW AND ADOPTION OF PREVIOUS MINUTES**

**MOVED BY:** Jan Edwards

**SECONDED BY:** Lorna Desmarais

That the meeting minutes of the January 14th, 2019 Age Friendly Community Committee be approved as printed.

**CARRIED**

**7.0 DELEGATIONS**

There were no delegations

## 8.0 UNFINISHED BUSINESS

## 9.0 NEW BUSINESS

### i) Third Age Learning Information Sharing

Danielle informed the Committee of the opportunity for a group of volunteers to develop a Third Age Learning program that would include hosting an eight week session of lectures to the community. The program is much like the coffee hour now taking place. Mike Fila spoke of the sessions he was aware of by the Royal Canadian Institute that have videos and/or power point presentations that may be accessed by the internet. Judy Lee commented that there may be a desire in the community for higher educational stimulus discussions. The letter received from TAN will be distributed to the committee members.

### ii) Review of AFC Plan; Priority Setting & Budget

Tammie highlighted the discussion that took place at the February meeting on priority setting for 2019. Those items included:

- Continue marketing the Age Friendly Initiative
- Request the Transit Committee have representation from the older adult committee on the Committee
- Arrange for bus schedules to be posted in bus shelters (easy to follow schedule)
- Continue to encourage the placement of transit stop at Extendicare for families visiting, employees, and those living in the Veteran's building and surrounding area.
- Continue the addition of benches in the community
- Make a connection with the Chamber of Commerce and NL BIA to being an Age Friendly Business education program and awards
- Develop the Snow and Yard Angel Program – perhaps a major marketing campaign.

The Committee agreed with the priorities and Tammie will return with a proposed budget for 2019 at the next meeting.

### iii) GetActive Update

Danielle provided an update on all of the activities to date and presented the Get Active Guide that includes all of the programs she was directly involved in.



**AGE FRIENDLY COMMUNITY COMMITTEE MEETING MINUTES**

City of Temiskaming Shores

Monday March 18, 2019

iv) Seniors Community Grant Update

There is a Travel Training session this Friday at 10:30 am at Riverside Place that still has a few spots left.

v) NOAFN Update

Danielle informed the committee that through the NOAFN it has been identified that transportation is an issue in other communities as well and that Temiskaming Shores is fortunate to have a transit system for a community of its size.

The province is coming out with a new 'Finding the Right Fit' document for Age Friendly Communities with Temiskaming Shores highlighted in the social interaction pillar.

vi) Request for letter of Support – Temiskaming Shores Seniors Housing Corporation

Jan Edwards updated the committee that the TSSHC is seeking letters of support for the seniors housing project that includes sixty-eight units of which twenty-two are affordable housing. There has been no official plan presented to the public yet and there is already over 100 people on a call list.

**MOVED BY:** Lorna Desmarais

**SECONDED BY:** Mike Fila

That the Age Friendly Community Committee directs staff to provide a letter of support for the TSSHC sixty-eight unit project.

**CARRIED**

**9.1 COMMITTEE MEMBER UPCOMING EVENTS AND OPPORTUNITIES FOR COLLABORATION**

**Spring Fling:** New Liskeard June 19<sup>th</sup>

**Stay on Your Feet:** Plans for 5<sup>th</sup> year are in place, Lorna requested information from the Committee on any themes that the community has identified that could be tied to SOYF, they basically concentrate on physical activity, nutrition, and social isolation. Irene suggested that through the Diner's Club a questionnaire could be distributed to get more information from the community of programs they would like in the community. Irene

## AGE FRIENDLY COMMUNITY COMMITTEE MEETING MINUTES

City of Temiskaming Shores

Monday March 18, 2019

identified that provincially it has been recognized that there is a need for older adults to learn about security settings on their social media pages. The Temiskaming Shores Library has programs for internet use and could include this.

Karli Hawken inquired if there was a Minds in Motion program in the area or a project for brain health. Currently there isn't such a program but it could be looked into – Danielle hosted the Minds in Motion program in Thunder Bay and recognizes the benefit in it for all. Irene stated she had looked into this and was informed that there isn't the capacity i.e. trainers, funding for a project locally.

**Transportation:** Judy spoke of her experience with the Tri-Town Transit and was very complimentary to the service and would encourage anyone to use it.

**Community Kitchen:** Tammie requested if anyone around the table was aware of an interest in a community kitchen. The THU had done some work on this in the past and Lorna will check in on what the results were.

Jessy Genier stated that Community Living has started a small community kitchen project with her group inviting one friend. It has been very successful and she would be interested in partnering to grow the program.

**Thank You Danielle:** Tammie presented Danielle with a small gift on behalf of the Committee for her great work with the Age Friendly Community and wished her the best in her future endeavors. Danielle's last day of work will be March 29, 2019.

### 11.0 SCHEDULED MEETINGS:

June 10 – Timiskaming Health Unit

September 9

October 21

November 18

December 9

### 12.0 ADJOURNMENT

**MOVED BY:** Jan Edwards

That the Age Friendly Community Committee hereby adjourns at 3:30 pm.

**CARRIED**


AGE FRIENDLY COMMUNITY COMMITTEE MEETING MINUTES

City of Temiskaming Shores

Monday March 18, 2019

CARRIED

  
\_\_\_\_\_  
Committee Chair

  
\_\_\_\_\_  
Recorder



## Minutes

### BIA Board Meeting – April 4 , 2019

#### 6:00pm, Pool/Fitness Centre, upstairs.

**Present: Penny Durrant, Sean Mackey, Andy Ringuette, James Franks, Angela Hunter, Jeff Laferriere, Louise Briere**

**Regrets: Michele Lamoreaux**

#### **1.0 Approval of agenda**

Motion: Jeff

Second: Andy

Amendments: Angela, re-instated as a member

#### **2.0 Budget Update**

- OBIAA – membership application – approved
- All Invoices from already approved events can be processed without being brought to the board.
- Need specific meeting to discuss the budget

#### **3.0 Review mandate and objectives**

- Sean read mandate, very broad – for BIA to be successful, we need to abide by it.
- Sean read the 5 objectives –budget should get allocated by those objectives and not just 1 big event
- Angela suggested the 5 objectives be printed and available to view during board meetings
  - Approved by the board

#### **4.0 Summerfest/Bunny Hop**

- Free event: stays in the core of downtown everybody puts in \$20 gift certificate and added to the map. Louise to go to every store to get gift certificates. Send out email asking who would like to participate. Date: Saturday, April 20<sup>th</sup>, 2019. A poster is placed on the window of participating business to announce their participation.
- Need Map, printed the map – Paul McLaren @ chat noir makes the map.
- RBC can print out the map 400 required. It was suggested that participants pick up their maps at 4 different stores to be determined.
- Louise and Penny to organize – Skip weekender ad in the paper since it will be on social media
- If company cannot give \$20 gift certificate then give \$20 toy



## 5.0 Summerfest

- Michelle is building a committee to run the Summerfest.
- Motion to support Summerfest with \$4,500 in cash and 40 hours of BIA Coordinator time be allocated to help the committee. Let the committee decide where to spend BIA hours.
  - Motion: Michelle
  - Second: Jeff
  - All in favor – motion carried

## 6.0 Brainstorming Session: Sidewalk Boarder extension Update (Penny)

- Angela – Looking into funding requests. Corridor bringing people to waterfront..beautification...art with the kids....Drew Gauley presenting funding application workshop. Louise and Angela are planning to attend the workshop on Sunday from 12:00-1:30 pm.
- Splash Pad
- Penny, sidewalk boards – suggested sidewalk sale for July or August for – James need to discuss with council if it's possible – logistics involved.
- Entrance to BIA – village noel would like an entrance to the downtown core as well...we could partner with them since they have the funds.
- Susan Hall, bicycle friendly committee – bicycle safety program...see how we can help each other. Presentation from Sue is requested by the board at the next meeting. Louise requires contact info for invitation.
- Farmers market – Morgan Carson would like to partner with BIA – Louise to contact farmer's market to arrange a meeting to discuss partnership.

## 7.0 Facebook Page – account set up –

- Louise to set up an account named Timmy Shores –take pic of inukshuk as profile pic.

## 8.0 Date of next meeting: Monday May, 6<sup>th</sup> a 6 pm.

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**Temiskaming Shores Public Library Board**

Meeting Minutes

Wednesday, May 15, 2019

7:00 p.m. at the New Liskeard Branch

**1. Call to Order**

Meeting called to order by Board Chair Donald Bisson at 6:58 p.m.

**2. Roll Call**

Present: Donald Bisson, Brigid Wilkinson, Brenda Morissette, Anna Turner, Danny Whalen, Jessica Cooper, Claire Hendrikx, Jeff Laferriere and CEO/Head Librarian Rebecca Hunt.

Regrets: Jamie Lindsay

Members of the Public: 0

**3. Adoption of the Agenda**

**Moved by:** Danny Whalen

**Seconded by:** Brenda Morissette

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

**Carried.**

**Addition:**

Business arising b. Informal Minutes of Northern College meeting

Correspondence d. From OLS-North. Re: plan to manage reductions

#### 4. Adoption of the Minutes

**Moved by:** Danny Whalen

**Seconded by:** Anna Turner

Be it resolved that the Temiskaming Shores Public Library Board approves the minutes of the meeting held on Wednesday, April 17, 2019, as presented.

**Carried.**

#### 5. Business arising from Minutes

- a. **Report LIB-004-2019.** The Board discussed the partnership opportunity with Northern College, and directed the CEO to check in with Northern College on their decision making process on a weekly basis. Next steps were discussed, with the understanding that that the board must be able to contribute to financing the move of the New Liskeard library to the new location. Council Representative Whalen affirmed that City Council will need some direction from the library board to proceed. Council Representative Laferriere provided background on the decision making process over the past few years that has brought the Board to this point of making a decision about consolidation of library services. Because of the inadequate condition of the current New Liskeard building and the lack of space and accessibility, the Board had motioned in November 2016 to consider a new facility/location when an acceptable building was found. The municipality has identified the facility at 285 Whitewood Ave. and funded a study in 2018 to determine if the location would be appropriate for a library space. It has been determined that the building will be able to be retrofitted for a library space and the location on a bus route, near the schools and close to amenities makes the space ideal for a new location for a library. The Board has considered options and come to the conclusion that the consolidation of library services under one roof in New Liskeard while providing a satellite location with some library services in Haileybury is the most efficient option available to help fund the financing charges while maintaining library services.

**Motion #2019-22:**

**Moved by:** Jessica Cooper

**Seconded by:** Anna Turner

Be it resolved that the Temiskaming Shores Public Library Board accept report LIB-004-2019 Library Service Scenario report and further supports the recommendation to consolidate the Temiskaming Shores Library Services in one location at 285 Whitewood Avenue in the former town of New Liskeard. The Board will pursue partnership opportunities to provide a level of service to the South end of the City. This recommendation was not taken lightly but allows the Library Board to incorporate the findings in the Public consultations held throughout the City in 2018, the additional Capital funding requirements to renovate the new location, optimize the use of our current human resources and stay within our financial means.

**Carried.**

**b. Informal Minutes of Northern College meeting.** Board members, the Library CEO, the City Manager and representatives from Northern College met on Monday, April 29 to discuss partnership opportunities for library services in Haileybury.

**6. Correspondence:**

- a. **From Claire Hendriks, Executive Director—The Temiskaming Foundation.** Re: grant approval.
- b. **From Michael Tibollo, Minister of Tourism, Culture and Sport.** Re: budget changes to SOLS and OLS-N
- c. **To Science North CanCode grant application program.** Re: support for application. Re: May and Frances Ball Memorial Scholarship. Board member Anna Turner will attend the TDSS graduation ceremony to hand out the scholarship.
- d. **From Mellissa D’Onofrio-Jones, CEO—Ontario Library Services North.** Re: OLS-North’s plan to manage the reduction in the 2019-2020 budget.



## 7. Secretary–Treasurer’s Report

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

### Library CEO’s Report

May 8, 2019

#### **Buildings and Equipment:**

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

#### **Business:**

**Advocacy efforts:** In efforts to advocate for the reversal of the cuts to the Ontario Library Services I have done radio interviews with The Train and CJTT. I also did an email interview with the Temiskaming Speaker and Le Reflet. I also wrote a blog and shared it widely and staff members and interested parties helped to translate the blog into French and we have shared it on our facebook page. We also circulated a petition in the library branches. I took some of the pages over to John Vanthof’s office on May 3, and we are still collecting signatures.

**Annual Survey to the Ministry of Tourism, Culture and Sport:** The report has been uploaded and accepted by the Ministry.

**Author visit:** Author Brian Mitchell and Elder Mary Laronde were in Haileybury on May 4 for the readings/discussions using his novel “Obliteration: When Cultures Collide in Northern Ontario” as a focus point. It was a really fascinating discussion and a great teaser for his novel. He will also do a program in New Liskeard on May 11. Nine people attended the Haileybury session.

**Digital Creator:** We have set up the 3D printer in the Digital Creator room and Dom is learning how to use it. Once we have developed a policy for it we will develop programming.

**Federation of Ontario Public Libraries board:** I have made travel plans to attend the June 7 meeting in person in Toronto.

**Festival des Folies FrancoFun:** About 70 students participated in the chasse au trésor for students on Friday, April 26 during the Festival des Folies Franco Fun. The teams used the green screen with the Digital Creator Lead Intern facilitating.

**Genealogy Club:** Clair Shepherdson and Helen Stickney from the Timiskaming Genealogy Club stopped to see me this week. They are closing down the club and wondering about a partnership with the library. They would like to have a page or at

least some links on the website with contact information for people who help with genealogy and they also mentioned donating some funds to the library for a Paper of Record subscription, which would be great! They asked what else we would need for genealogy and local history research and I said a new microfilm reader. They don't have enough funds for that, but perhaps we could investigate grants.

**JASI Steering Committee:** The next meeting is on May 22 via Zoom.

**NEONet TechSocial program:** The sessions on Fridays at the New Liskeard Branch started up at the end of April. Our Gadget Helper staff person is sitting in on the programs to get some training on leading group technology classes. I believe it has been really helpful to her. We have had about 6-8 people at the sessions so far, and they have led to people signing up for Gadget Helper as well.

**Programming:** The Easter Egg hunts were big successes again this year, with 70 children attending the New Liskeard hunt and 50 attending the Haileybury branch. Those numbers do not include the parents and caregivers who were with the children. The Spring Preschool Storytime is going well in New Liskeard, but we have not had any attendees in Haileybury. SuperHero Saturday was fun for the kids, with some awesome green screen pictures of the kids!

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

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

The Life Skills group visits have started up again this winter.

**Outreach to class at NLPS**

A staff member provides a program to a class at NLPS every second Wednesday upon their request.

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

The Gadget Helper program started up again in January.

**Digital Creator**

Programs are on Saturdays for teens and tweens.

**Spring Session Preschool Storytime at both branches**  
**Wednesdays 11:00—11:30 a.m.**

**TechSocial at the New Liskeard Branch**

The NEONet TechSocial program aims to reduce social isolation in older adults through the use of technology. Learn to use your Apple and Android devices!

### **Finances and Statistics**

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

### **Motion #2019-23**

**Moved by:** Claire Hendrikx

**Seconded by:** Brenda Morissette

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

**Carried.**

## **8. Committee Reports**

- a. **Finance and Property Committee:** Nothing to report.
- b. **Planning, Personnel, Policy and Publicity Committee:** Schedule meeting for 3D printer policy. Meeting scheduled for Monday, May 27.
- c. **Library Services Committee:** Nothing to report.
- d. **Strategic Planning Committee:** Report on April 11 and May 15 sessions.

## **9. New Business**

- a. **Resolution and letter to support advocacy to reverse OLS-North and SOLS budget cuts.**

### **Motion #2019-24**

**Moved by:** Brigid Wilkinson

**Seconded by:** Brenda Morissette

WHEREAS public libraries provide safe, inclusive, and vibrant community spaces where everyone is welcome to learn, work, connect, and have fun; and,

WHEREAS the Temiskaming Shores Public Library actively partners with the community to deliver valued services and contribute to a culture of social good by sharing knowledge and resources; and,

WHEREAS the Temiskaming Shores Public Library continues to deliver services that support provincial initiatives such as lifelong learning and skill development, local economic development, health literacy, and provides equitable access to government websites and services; and

WHEREAS the Temiskaming Shores Public Library continues to manage public resources with the utmost care and are committed to the sustainability of their services; and

WHEREAS the Temiskaming Shores Public Library urges the Province of Ontario to recognize the importance of services provided by Ontario Library Service - North and the Southern Ontario Library Service including the administration of bulk purchasing agreements, technology consultation, strategic planning and policy development consultation, the provincial Interlibrary Loan system, board and staff training opportunities, collection development support, support for First Nations libraries and the administration of the Joint Automation Server Initiative; and

WHEREAS the Temiskaming Shores Public Library requests that the Province of Ontario to restore funding to Ontario Library Service - North in recognition of the unfair and disproportionate impact of these cuts on Northern Ontario public libraries,

THEREFORE BE IT RESOLVED that the Temiskaming Shores Public Library requests that the Government of Ontario restores funding to Ontario Library Service-North; and

BE IT FURTHER RESOLVED that the Temiskaming Shores Public Library urges the Province of Ontario to support sustainable long term funding for Ontario's Public Libraries; and,

BE IT FINALLY RESOLVED that a copy of this resolution be sent to the Office of the Premier, to the Minister of Tourism, Culture, and Sport, to the Ontario Minister of Municipal Affairs, to the local MPP, to the Association of Municipalities of Ontario, to the Ontario Library Association, and to the Federation of Ontario Public Libraries

**Carried.**

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

### **a. Review Policy**

- i. Community Use and Community Information policies.** The board reviewed the policies.

#### **Motion #2019-25**

**Moved by:** Jeff Laferriere

**Seconded by:** Jessica Cooper

Be it resolved that the Temiskaming Shores Public Library Board accepts the library's policy: Community Use and Community Information policies as amended by the Board.

**Carried.**

## **11. Closed Session regarding identifiable individuals.**

#### **Motion #2019-26**

**Moved by:** Danny Whalen

**Seconded by:** Brigid Wilkinson

Be it resolved that the Temiskaming Shores Public Library Board go into Closed Session at 8:13 p.m. in regards to identifiable individuals.

**Carried.**

**Motion #2019-27**

**Moved by:** Brigid Wilkinson

**Seconded by:** Danny Whalen

Be it resolved that the Temiskaming Shores Public Library Board rise from  
Closed Session at 8:20 p.m. without report.

**Carried.**

**12. Adjournment**

Adjournment by Jeff Laferriere at 8:21 p.m.

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Chair – Donald Bisson

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

**Meeting Minutes**

Wednesday, February 27, 2019

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

**Regrets:** Voula Zafiris

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

**Public:** Gerry Oriet, applicant B-2019-01  
Joe and Irma Gilmour

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**1. Opening of Meeting**

*Resolution No. 2019-09*

Moved By: Florent Heroux

Seconded By: Dan Dawson

Be it resolved that the Committee of Adjustment meeting be opened at 1:31 p.m.

**Carried**

**2. Adoption of Agenda**

Add item 6.1 – Municipal Conflict of Interest Act Training provided by Dave Treen, Clerk

*Resolution No. 2019-10*

Moved By: Dan Dawson

Seconded By: Florent Heroux

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

**Carried**

**3. Declaration of Pecuniary Interest**

None

**4. Adoption of Minutes**

*Resolution No. 2019-11*

Moved By: Florent Heroux

Seconded By: Dan Dawson

Be it resolved that the Committee of Adjustment for the City of Temiskaming Shores hereby approves the minutes of the January 30, 2019 Committee of Adjustment Meeting as printed.

**Carried**

**5. Public Hearings**

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

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

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

**Meeting Minutes**

Wednesday, February 27, 2019

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**5.1 Consent Applications B-2019-01– Gerry Oriet on behalf of Temwest Farms Ltd., 176090 and 176160 Seeds Road**

The Chair declared the public hearing for Consent Application B-2019-01 to be open.

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

**Subject land:** 176090 & 176160 Seeds Road; Bucke Concessions 5 and 6, Part of Lot 4; Parcels 10656SST and 10657SST.

**Purpose of the application:** The applicant is proposing to sever a 10 hectare (25 acres) parcel of land with an existing house, sheds, and grain storage buildings that, as a result of a farm consolidation, are surplus to the agricultural operation. The retained parcel has been consolidated through the purchase of adjacent properties with a total area of approximately 375 hectares (925 acres) including all of the land registered in the name of the owner (given that adjacent Lot/Concession parcels merge on title when in the same ownership). The retained portion includes two existing sheds that are located north of the proposed severed property.

**Statutory public notice:** The application was received on February 6, 2019 and was circulated to City staff. Notice of the complete applications and the public hearing was advertised in the Temiskaming Speaker on February 13, 2019 in accordance with the statutory notice requirements of the Planning Act. Notice was also mailed to property owners within 60m of the subject land.

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

Chair Carman Kidd asked if Mr. Oriet had any comments to add. Mr. Oriet stated that his company has been growing their business in the region and by completing the severances of farm dwellings they are able to protect the existing housing stock for the use of families and young farmers. Mr. Oriet also provided information about his company, their land holdings, and their future expansion plans.

Joe Gilmour, 584161 Mowat Landing Road, advised that he owns a piece of property to the west of the Temwest Farms landholding and that there is an existing access road from Seeds Road that he has used to access this property. He wants to ensure that he will be able to continue to use this access road in the future without any issues. Mr. Oriet advised that it shouldn't be an issue and that he would arrange to contact Mr. Gilmour to come to an agreement regarding this access.

Mr. Gilmour asked if the property would be surveyed and Mr. Oriet stated that the property will be surveyed and fully marked.

Member Florent Heroux asked if the agreement regarding the access road for Mr. Gilmour should be required as a condition of approval of the severance. Chair Kidd stated that the access road has nothing to do with the requested severance and the agreement between Temwest Farms and Mr. Gilmour should cover it.

The Committee considered the following resolution:



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

**Meeting Minutes**

Wednesday, February 27, 2019

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Resolution No. 2019-12

Moved By: Dan Dawson

Seconded By: Suzanne Othmer

**Whereas** the Committee of Adjustment for the City of Temiskaming Shores has considered Consent Application B-2019-01 as submitted by Gerry Oriet on behalf of Temwest Farms Ltd for the following lands: 176090 & 176160 Seeds Road; Bucke Concessions 5 and 6, Part of Lot 4; Parcels 10656SST and 10657SST;

**And whereas** the applicant is requesting to sever a 10ha parcel of land containing the existing residential dwelling and outbuildings from the subject property;

**And whereas** the Committee of Adjustment for the City of Temiskaming Shores has received the Planning Justification Report dated February 22, 2019, and the supplemental memo from the dated February 27, 2019, and has considered the recommendations;

**Be it resolved that** approves Consent Application B-2019-01 subject to the following conditions:

- 1) The following documents shall be provided to the Secretary-Treasurer for the transaction described:
  - a) Two copies of the signed Acknowledgement and Direction;
  - b) The "Transfer in Preparation";
  - c) A Planning Act Certificate Schedule on which is set out the entire legal description of the parcel(s) in question. This Schedule must also contain the names of the parties indicated on Page 1 of the "Transfer in Preparation";
  - d) A reference plan of survey which bears the Land Registry Office registration number and signature as evidence of its deposit therein, illustrating the parcel to which consent approval relates.
  - e) An undertaking from the applicant's solicitor stating that any and all easements that cross the property will carry forward and be registered on title to the severed parcel.
- 2) That the applicant is required to arrange with the Timiskaming Health Unit for an inspection of the existing septic system. The City must receive notification that the inspection has been completed and any concerns and/or issues have been addressed to the satisfaction of the Timiskaming Health Unit. Notification must be in the form of a letter from the Timiskaming Health Unit.
- 3) That the applicant is required to determine the location of the existing buildings on the severed property and the limits of the Hydro One Networks Inc. right-of-way by survey. If it is determined that any existing unauthorized buildings are located on the Hydro One Networks Inc. right-of-way the said buildings must be relocated at the applicant's expense, to the satisfaction of Hydro One.

**Carried**

**6. New Business**

**6.1 Municipal Conflict of Interest Act Training – provided by Dave Treen, Municipal Clerk**

Dave Treen, Municipal Clerk, made a presentation regarding Committee members' obligations under the Municipal Conflict of Interest Act (MCIA) in the event that a member finds themselves in a conflict of pecuniary interest with a matter before the Committee. A member must: declare a direct or indirect

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

**Meeting Minutes**

Wednesday, February 27, 2019

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conflict of interest prior to the matter being considered at a meeting, not participate in the discussion of the matter or vote on the matter, and not attempt to influence voting on the matter at any time before, during or after the meeting. If a member is absent from the meeting the member must disclose the interest at the next meeting.

An indirect pecuniary interest is present where: the member is a shareholder in, or a director or senior officer of a corporation that does not offer its securities to the public; the member has a controlling interest in or is a director or senior officer of a corporation that offers its securities to the public; the member is a member of a body that has a pecuniary interest in the matter or is a partner of a person or is in the employment of a person or body that has a pecuniary interest in the matter. The conflict extends to situations where a member's spouse/partner, parent, or child has an interest in the matter.

Comments from rulings in specific MCIA were reviewed.

Changes to the MCIA coming into effect on March 1, 2019 require that a conflict of interest be declared in writing on prescribed forms. Copies of these forms were distributed to Committee members.

**7. Unfinished Business**

None

**8. Applications for Next Meeting**

Next meeting: Wednesday, March 27, 2019

**9. Adjournment**

Resolution 2019-13

Moved By: Dan Dawson

Seconded By: Florent Heroux

Be it resolved that the Committee of Adjustment meeting be closed at 2:35 pm.

**Carried**

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Carman Kidd  
Chair

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Jennifer Pye  
Secretary-Treasurer

**1.0 CALL TO ORDER**

The meeting was called to order at 6:34 p.m.

**2.0 ROLL CALL**

PRESENT:	Mayor Carman Kidd; Councillor Mike McArthur; Councillor Foley; Chris Oslund, City Manager; Jeff Thompson, Superintendent of Community Programs; Paul Allair, Superintendent of Parks and Facilities; Dan Lavigne;
REGRETS:	Tammie Caldwell, Director of Recreation; Chuck Durrant; Simone Holzamer; Richard Beauchamp;

**3.0 REVIEW OF REVISIONS OR DELETIONS TO AGENDA**

There were no revisions or deletions to the agenda.

**4.0 APPROVAL OF AGENDA**

**Recommendation RS-2018-030**

**Moved by:** Dan Lavigne

**Seconded by:** Jesse Foley

Be it recommended that the Recreation Services Committee Agenda for the May 13, 2019 meeting be approved as amended.

**CARRIED**

**5.0 DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE**

There was no disclosure of pecuniary interest and general nature

**6.0 REVIEW AND ADOPTION OF PREVIOUS MINUTES**

**Recommendation RS-2019-031**

**Moved by:** Dan Lavigne

**Seconded by:** Carman Kidd

That the minutes of the Recreation Services Committee of April 30, 2019 be adopted as presented.

**CARRIED**

**7.0 DELEGATIONS / PUBLIC PRESENTATIONS**

There were no delegations/public presentations

**8.0 UNFINISHED BUSINESS**

- None

**9.0 NEW BUSINESS**

i) Programming Update

The Committee received the presentation by Jeff Thompson, Superintendent of Community Programming.

ii) Parks and Facilities Update

The Committee received the presentation by Paul Allair, Superintendent of Parks and Facilities

iii) Property Maintenance Update

The Committee received by presentation by Paul Allair, Superintendent of Parks and Facilities on behalf of the Director

iv) Early On y va! Collaboration: Request to Waive Fee for Riverside Place

**Recommendation RS-2019-032**

**Moved by:** Jesse Foley

**Seconded by:** Carman Kidd

The Recreation Committee reviewed the request from Pamela Geoffroy of Timiskaming Child Care to have the fee waived for a Community Shower event and approved the non-profit rate of \$240.00 plus applicable taxes.

**CARRIED**

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**10.0 SCHEDULE OF MEETINGS 2019**

- June 10
- September 9
- October 14
- November 18
- December 9

**11.0 CLOSED SESSION**

There was no closed session.

**12.0 ADJOURNMENT**

**Recommendation RS-2018-033**

Moved by: Dan Lavigne

Be it resolved that the Recreation Services Committee meeting of Monday May 13, 2019 be adjourned at 6:36 p.m.

**CARRIED**

  
\_\_\_\_\_  
Committee Chair

  
\_\_\_\_\_  
Recorder

# Memo

**To:** Mayor and Council  
**From:** Tammie Caldwell, Director of Recreation  
**Date:** July 9, 2019  
**Subject:** Funding Application for Splash Pad – FedNor, NOHFC  
**Attachments:** None

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Mayor and Council:

The official launch of the Corporate Sponsorship/Donation Drive was held on June 20<sup>th</sup>, 2019 and generated significant interest. Staff continues to investigate other areas of funding that may be applicable and have submitted a Phase 1 application to FedNor and to the Northern Ontario Heritage Fund Corporation in the amount of \$100,000 each to determine eligibility.

The response on the Phase 1 submission will determine if the project is eligible for consideration and should it proceed to the second phase, approval from Council will be required.

It is recommended that Council authorize the submission of funding applications to FedNor and the Northern Ontario Heritage Foundation Corporation in the amount of \$100,000 each in support of the Rotary Splashpad project.

Prepared by:

Reviewed and submitted for  
Council's consideration by:

“Original signed by”

“Original signed by”

\_\_\_\_\_  
Tammie Caldwell  
Director of Leisure Services

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

# Memo

**To:** Mayor and Council  
**From:** Tammie Caldwell, Director of Recreation  
**Date:** July 9, 2019  
**Subject:** Funding Application for Age Friendly program – New Horizon’s & Seniors Community Grant program  
**Attachments:** None

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Mayor and Council:

The Age Friendly Community Committee continues to move the Age Friendly Action Plan forward and have identified two funding sources that may assist in achieving their goals for 2019.

The AFCC has identified two specific projects to move forward with in the next year, working with the Chamber of Commerce and BIA and local businesses to make businesses more age friendly and to work on the development of a once a month social community kitchen that would address social isolation and food insecurity.

The Age Friendly Businesses project meets the criteria of the New Horizon’s for Seniors Funding program and the social community kitchen meets the criteria of the Seniors Community Grant Program.

Staff is recommending that Council approve a funding application to the New Horizon’s for Seniors Grant in the amount of \$16,250 and an application to the Seniors Community Grant Program for \$10,000.

Prepared by: \_\_\_\_\_ Reviewed and submitted for  
Council’s consideration by:

“Original signed by”

\_\_\_\_\_  
Tammie Caldwell  
Director of Leisure Services

“Original signed by”

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

**THE CITY OF TEMISKAMING SHORES  
JANUARY - JUNE 2019 YEAR-TO-DATE  
CAPITAL FINANCIAL REPORT**

Finance Department Contact:  
Laura-Lee MacLeod, Treasurer

28-Jun-19



**SUMMARY - CAPITAL**  
**Revenues and Expenditures**  
**as at June 2019**

	2019 YTD			
	Actual	Total Budget	Variance B/(W)	% Change
<b>CAPITAL</b>				
<b>Revenues</b>				
Capital - General	613.7	4,598.8	(3,985.1)	-86.7%
Capital - Environmental	0.0	442.5	(442.5)	-100.0%
<b>Total Revenues</b>	<b>613.7</b>	<b>5,041.3</b>	<b>(4,427.6)</b>	<b>-87.8%</b>
<b>Expenditures</b>				
Capital - General	797.5	4,598.8	3,801.3	82.7%
Capital - Environmental	25.0	442.5	417.5	94.4%
<b>Total Expenditures</b>	<b>822.5</b>	<b>5,041.3</b>	<b>4,218.8</b>	<b>83.7%</b>
<b>Net Position Capital</b>	<b>(208.8)</b>	<b>0.0</b>	<b>208.8</b>	<b>0.0%</b>

**GENERAL CAPITAL**  
**Revenues & Expenditures**  
**as at June 2019**

Department	Project	2019			%	G	Y	R
		Actual	Budget	Variance B/(W)				
<b>REVENUES:</b>	Transfer from Operations		974.2	(974.2)				
	Transfer from Reserves		298.4	(298.4)				
	Financing - fleet	422.0	1,022.0	(600.0)				
	Financing - NL Library		1,700.0	(1,700.0)				
	Federal Gas Tax		601.9	(601.9)				
	Provincial Funding	159.4	0.0	159.4				
	Partnership - Splashpad	32.3	1.0	31.3				
	Partnership - Others		1.3	(1.3)				
<b>Total Revenues</b>		<b>613.7</b>	<b>4,598.8</b>	<b>(3,985.1)</b>				
<b>EXPENDITURES:</b>								
<b>Corporate Services:</b>	Backup Storage	6.5	6.6	0.1	100%	X		
	Zero Turn Lawnmowers (2 - Cemetery)	8.4	12.0	3.6	100%	X		
<b>FEMS:</b>	Therman Imaging System	3.7	8.5	4.8	100%	X		
	Rescue Equipment	19.7	24.6	4.9	100%	X		
<b>Public Works:</b>	2019 Roads Program		600.0	600.0	75%	X		
	Golf Course Road Bridge		650.0	650.0	75%	X		
	Whitewood Avenue Pedestrian Crossing		40.0	40.0				
	Shovel Ready Projects Design		75.0	75.0				
<b>Solid Waste:</b>	Landfill Expansion (EA, ECA & Design)	4.4	55.0	50.6	25%	X		
	Landfill Expansion (engineering & tender)		75.0	75.0				
<b>Property Mtnce:</b>	NL Community Hall Accessibilitiy Engineering	14.5	26.1	11.6	50%	X		
	NL Arena Upgrades	2.4	45.0	42.6	40%	X		
<b>Transit:</b>	PFC Upgrades	4.3	29.5	25.2	10%	X		
	NL Library Relocation	25.2	1,700.0	1,674.8	30%	X		
	Hlby Medical Centre Upgrades	1.6	53.0	51.4	75%	X		
<b>Fleet:</b>	Pumper/Tanker	426.7	426.5	-0.2	100%	X		
	Plow Truck	253.2	300.0	46.8	100%	X		
	Grader		300.0	300.0	100%	X		
	1/2 Ton Pick Up		35.0	35.0	75%	X		
	3/4 Ton Pick Up		38.0	38.0	75%	X		
<b>Recreation:</b>	Recreation Master Plan		40.0	40.0	25%	X		
	Zero Turn Lawnmower	18.2	20.0	1.8	100%	X		
	Glycol Looper NL Arena Compressor		15.0	15.0	75%	X		
	Haileybury Beach Mechanical Room		15.0	15.0				
	Floor Machine NL Arena	6.8	8.0	1.2	100%	X		
	Splashpad	1.9	1.0	-0.9		X		
<b>Total Expenditures</b>		<b>797.5</b>	<b>4,598.8</b>	<b>3,801.3</b>				

## 2.4

**ENVIRONMENTAL CAPITAL**  
**Revenues & Expenditures**  
**as at June 2019**

	2019		
	Actual	Budget	Variance B/(W)
<b>REVENUES:</b>			
Transfer from Operations		442.5	(442.5)
<b>Total Revenues</b>	<b>0.0</b>	<b>442.5</b>	<b>(442.5)</b>
<b>EXPENDITURES:</b>			
Hlby WTP Sedimentation Tank Rebuild	10.9	250.0	239.1
Dymond Looping Phase 2&3	7.1	70.0	62.9
Hlby WWTP Digester Rehabilitation		115.0	115.0
Auto Greaser for Vacuum Truck	7.0	7.5	0.5
<b>Total Expenditures</b>	<b>25.0</b>	<b>442.5</b>	<b>417.5</b>

# Memo

**To:** Mayor and Council  
**From:** Shelly Zubyck, Director of Corporate Services  
**Date:** July 9, 2019  
**Subject:** Appointment of By-law Officers  
**Attachments:** None

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Mayor and Council:

On May 21, 2019 Council entered into an agreement with Ms. Roxanne St. Germain for the provision of Animal Services through By-law No. 2019-089.

City staff have received satisfactory a Police Check Intended for the Vulnerable Sector from Ms. Roxanne St. Germain and Ms. Jennifer MacKewn and are recommending they be appointed as Municipal Law Enforcement Officers for the purpose of enforcing the City's Animal Control by-law and Noise by-law as it relates to Animal Control Services.

Further, Mr. Michael Pilon has accepted the position of Building Inspector/By-law Officer and will commence his employment with the City on July 15, 2019. As such the following appointing by-laws for Mr. Pilon have been prepared for consideration at the July 9, 2019 Regular Council meeting with an effective start date of July 15, 2019:

Building Inspector – Under Section 3 of the Building Code Act, provides for the appointment of a Chief Building Official and Inspectors

Property Standards Officer – Under Section 15.1 of the Building Code Act, prescribing the standards for the maintenance and occupancy of property within the municipality

Municipal Law Enforcement Officer – Under Section 15 (1) of the Police Services Act, appointing persons to enforce the By-Laws of the municipality

Fence-viewer – Under Section 3 of the Line Fences Act requires that Council for every municipality appoint such number of fence-viewers as are required to be carried out by the Act

Livestock and Poultry Valuers – Under Section 4 (1) of the Livestock, Poultry and Honey Bee Protection Act, requires Council to appoint one or more persons as valuers of livestock and poultry for the purposes of making full investigations and determine the extent and amount of damage

Prepared by:

Reviewed and submitted for  
Council's consideration by:

“Original signed by”

“Original signed by”

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

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

# Memo

**To:** Mayor and Council  
**From:** David B. Treen, Municipal Clerk  
**Date:** July 9, 2019  
**Subject:** Authorization of Event – ESCSM 50<sup>th</sup> Anniversary Event  
**Attachments:** Request from ESCSM

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Mayor and Council:

Ecole Secondaire Catholique Sainte Marie (ESCSM) will be hosting a variety of special events in 2019 in celebration of their 50<sup>th</sup> Anniversary including an outdoor concert at the school on Hessle Avenue during the long weekend in August. The concert will be held on the soccer field with the stage to the west and music projected eastwardly away from the residents in close proximity to the school property.

Section 4.8 Traditional or Festive Activities and Events of the City's Noise By-law No. 2012-019 reads as follows:

*Notwithstanding any other provision of this by-law, this by-law does not apply to a person who emits, causes, or permits the emission of sound in connection with any traditional or festive activities and events that have been authorized by Council.*

Simon Rivard teacher from ESCSM contacted City Hall and would like to ensure that they are compliant with By-law No. 2012-019 for their events.

It is recommended that Council authorize the ESCSM 50<sup>th</sup> Anniversary events scheduled for 2019.

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

"Original signed by"

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

"Original signed by"

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

"Original signed by"

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



CONSEIL SCOLAIRE  
CATHOLIQUE  
DE DISTRICT DES  
**GRANDES  
RIVIÈRES**

## **École secondaire catholique Sainte-Marie**

**Annik Boucher B. Sc., M. Ed., Directrice**  
**Simon Rivard B.A., B. Ed., Directeur adjoint**



June 28th 2019,

Dear M. Kidd and council members of Temiskaming Shores,

On Friday, August 2 until Sunday, August 4<sup>th</sup>, l'École Secondaire catholique Sainte-Marie will be hosting the 50<sup>th</sup> anniversary High school reunion that will be held on our school grounds.

The event consists of a three-day event that will be held at École Secondaire Catholique Sainte-Marie celebrating more than 50 years of existence in our community. This celebration is intended for alumni, past and present staff who have worked or studied at ESCSM. The event will take place in New Liskeard on the school grounds.

I am writing this letter because we will have a concert under a tent on August 3<sup>rd</sup> from 12h until 1am. I am asking for your approval to host this event on the school grounds and to be exempt from the By-law that would prohibit and regulate certain noises.

Thank you for your consideration

Simon Rivard  
Vice-Principal and member of the organizing committee

## **Memo**

**To:** Mayor and Council  
**From:** James Franks, Economic Development Officer  
**Date:** July 09, 2019  
**Subject:** Culinary Tourism Strategy Implementation  
**Attachments:** Fed Nor Phase 2 Culinary Funding Application

---

Mayor and Council:

In 2018, the City partnered with Fed Nor and Destination Northern Ontario to create a Culinary Tourism Strategy for the City and surrounding region. The Culinary Tourism Alliance (CTA) based in Toronto was hired to facilitate the project and create the narrative report. The report was adopted by Council through Resolution No. 2019-223 at the April 2, 2019 regular meeting. The report recommended that the City create an enhanced Lake Temiskaming Tour product focused on culinary tourism.

In May of 2019, the Government of Canada released the Canadian Experiences Fund which is geared to assist communities and regions to attract more tourism to various destinations. In Northern Ontario, this program is delivered through Fed Nor. Upon reviewing the guidelines and objectives of the program, staff realized that our culinary program fit 4 of the 5 major objectives of the program. In addition, the program will support both the tourism and agricultural sectors represented within our current Community Economic Development Strategic Plan.

A Phase 1 submission was submitted on May 28, 2019 to enable the City to implement some of the recommendations made in the CTA report. Shortly after submission, our project was approved to move to Phase 2 and due to the impending federal election call, we were advised to submit immediately. This was done on June 24<sup>th</sup> and is in the pipeline at Fed Nor. I have attached the Fed Nor Phase 2 Culinary funding application for your information to provide a better understanding of the project to be undertaken. You will note that the City's financial risk on the project is a maximum of 10% or \$22,000, however due to other anticipated partners, it is more likely that they City's portion will be around 3% or \$6,000. Some staff time will be required to coordinate meetings and marketing, but much of the work will be completed by CTA.

Prepared by:

Reviewed and submitted for  
Council's consideration by:

“Original signed by”

“Original signed by”

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James Franks  
Economic Development Officer

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Shelly Zubyck  
Director of Corporate Services

FEDNOR  
PHASE TWO - DETAILED APPLICATION

PROTECTED WHEN COMPLETED

Project Number: 851-512497

**CONFIDENTIALITY:** No commercially confidential information which you submit to us will be disclosed unless otherwise authorized by you; required to be released by law; or required by the Minister of Industry to be released to an international or internal trade panel for the purposes of the conduct of a dispute in which Canada is a party or a third party intervener. Information on the federal government's *Access to Information Act* is available on the following Web site: <http://laws-lois.justice.gc.ca/eng/acts/A-1/FullText.html>.

Any information that you wish to be considered as confidential should be annotated accordingly.

**APPLICANT INFORMATION**

1. Legal name of Applicant:

The Corporation of the City of Temiskaming Shores

2. Include your mandate, mission, vision, (as per strategic plan, business plan or relevant organizational policy); parent company or related companies (subsidiaries); size of operation (e.g. sales, assets, number of staff); membership (if applicable); office locations; geographic area of service/activity; key activities related to community economic development.

The City's Mission Statement reads: To ensure that the City of Temiskaming Shores is a dynamic leader providing incredible opportunities for all.

The City has approximately 70 full time employees, 55 part time employees and 25 temporary student positions. The community has approximately 10,000 residents, but is the economic and service hub to a regional population of 32,500 from both Ontario and Quebec.

City Hall is located at 325 Farr Drive in Haileybury. The City works with local industry and community to provide job creation and retention of existing positions.

Temiskaming Shores' Economic Development team will be the lead on this project. In addition to business retention and expansion, the department is responsible for promoting the community in efforts to attract new investment, residents and tourists with the ultimate goal of increasing the tax base and creating jobs.

Applicant Business Number (9-digit business identifier provided by Canada Revenue Agency):

8	6	6	3	4	3	5	0	2
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3. Describe the structure of your organization and provide copies of legal and any current documents related to incorporation, partnerships, joint ventures, not-for-profit status, etc.

Not for profit corporation under the Ministry of Municipal Affairs and Housing

4. Provide a history of your organization, including any relevant historical events such as any changes in ownership, a reorganization, or critical events related to financial, governance and/or administrative capacity.

The City of Temiskaming Shores was created on January 1, 2004 through the amalgamation of the former communities of Haileybury, New Liskeard and Dymond Twp. The former communities were each close to one hundred years old at the time of amalgamation.

Temiskaming Shores is a single tier amalgamated community, we now have greater capacity to attract new business investment and partner with other levels of government to complete large infrastructure projects in the community.

5. Describe your organization's financial position and ability to carry out the project. Please enclose copies of financial statements for the last two years and the most recent interim financial statement.

The City is well positioned to be able to take on projects of this nature. Copies of our 2017 and 2018 financial statements are attached for your review.

6. Identify your officers and/or key employees, indicating their role within your organization and the proposed project. Provide a list of all current Board Members, showing position and term. Provide a background of key project staff and relevant experience (include résumés).

James Franks, Economic Development Officer, (705) 672-3363 ext. 4137,

[jfranks@temiskamingshores.ca](mailto:jfranks@temiskamingshores.ca) - 21 years experience in municipal tourism, community events and economic development.

Laura Lee MacLeod, Treasurer, (705) 672-3363 ext 4121, [lmacleod@temiskamingshores.ca](mailto:lmacleod@temiskamingshores.ca) - 23 years of municipal accounting experience, including nine years as treasurer.



7. Please outline your capacity to deliver the project:

- Describe your organization's management and technical capacity as it relates to the proposed project;
- Describe other projects, similar in scope, that your organization has successfully undertaken;
- Describe your project management structure (e.g., steering/advisory committee, etc.);
- Define your project governance (where applicable).

The City has managed many similar projects over the past number of years. The present administration structure has enabled us to complete large projects within budget constraints and timelines.

The City has sufficient skills on site to oversee a project of this nature, however due to the significant time and expertise required to manage this scale and type of project, coordination will be completed by an external contractor. Due process will be adhered to for selection of said contractor.

Over the past few years, the City has led other major projects and events with the support of Fed Nor such as the 2014, 2015, 2016, 2017, 2018 & 2019 Northern Ontario Mining Showcases, the 2009 IPM and the Lake Temiskaming Tour project. Each of these required significant partnership development and logistics coordination and had the overall goal of generating positive economic impact to the region.

8. If the project is being carried out on behalf of a larger group, please identify the partners and describe their contributions to the project.

The project is being coordinated by the City on behalf of the Lake Temiskaming Tour partnership. All of the communities surrounding Lake Temiskaming will benefit from the project outcomes and they will all provide staff time and resources to assist us to gather all of the appropriate data and business contacts to make the project successful.

9. Please identify any legislative or regulatory requirements that you must comply with in order to proceed with this project and how they can affect the timing and budget of your project. These may include federal or provincial regulations and municipal bylaws, resource stewardship agreements, etc.  
n/a

## PROJECT INFORMATION

1. Provide a detailed description of the project (purpose, activities, costs), with a clear description of measurable project goals and objectives. Will any of the following population groups be involved in and/or benefit from the project?

Indigenous Peoples  Francophone Communities  Women  Youth

If so, ensure that you describe the anticipated impact or involvement.

The project is implementing the recommendations made in both the Temiskaming Shores and North Bay regional culinary strategies. Both strategies which were supported by Destination Northern Ontario recommend that the regions create an enhanced tour of Lake Temiskaming promoting the local food producers and providers as an enhancement to the existing tour program.

The purpose of the project will be to increase tourism traffic and therefore tourism spending within the region.

Specific activities will include the following:

- training of SME's by the Culinary Tourism Alliance to be ready to receive foodie travelers
- increase the number of private sector partners involved in the Lake Temiskaming Tour
- group training and consultation sessions in various communities around the tour
- creating local food mapping to support the growth of producers and providers
- partner with Savour Ottawa to enhance their mapping to include those along the River
- work with partners along the Ottawa River to expand the local food map
- work with local entrepreneurs to develop new culinary tourism products and experiences
- create venues and partnerships to enable agri-food entrepreneurs to sell local products
- update the current website to ensure it is accessibility compliant and mobile friendly
- marketing program to promote the enhanced culinary tour

The measurable goals will be the number of SME's participating, number of partners involved in training, development of the local food map, number of new products and experiences, development of new website, number of successful marketing campaigns and number of associated clic throughs to the website.

The Lake Temiskaming Tour project is based on the partnership between the Francophones, Anglophones and First Nations around Lake Temiskaming. All partners will benefit from this project implementation.

2. Describe the strategic rationale to undertake the project now and how it was identified. Identify the significance of your project from the perspective of your organization, community, local industry and elsewhere. Also identify any adverse impacts the project might have on other Northern Ontario businesses.

The Culinary Tourism Strategies for North Bay and Temiskaming Shores were completed in early 2019 by the Culinary Tourism Alliance with recommendations on how to implement the

strategies. This project will enable both the regions of Temiskaming Shores and North Bay to work together to implement the two strategy documents to benefit businesses within both areas.

The announcement of the Canadian Experiences Fund was timely in that the program fit perfectly with the project implementation and the project fits perfectly with the program objectives.

Since the strategy was adopted by Council and since both Agriculture and Tourism are referenced in the City's Economic Strategic Plan (2018), the project is well suited to support the current direction for growth in the community. During the stakeholder consultation process for the Culinary Tourism Strategy, many stakeholders expressed interest in further training, increased marketing and the creation of a local food map. We do not anticipate any adverse impacts regionally or to any Northern Ontario business.

3. Estimated Start Date (YYYY-MM-DD):

2019-05-31

Estimated Completion Date (YYYY-MM-DD):

2020-11-30

Identify key work plan activities and project timelines and milestones.

Work with the Culinary Tourism Alliance to develop training program - July 2019 to Sept. 2019

SME group training sessions - Sept. 2019 to March 2020

Local food mapping database development - Aug. 2019 to Sept. 2020

Encourage the development of new culinary tourism experiences and products - entire project

Enhance the existing website to be more accessible and mobile friendly - Sept. 2019 to Mar. 2020

Implement marketing program to expand culinary tourism travel to the region - March 2020 to Nov. 2020.

4. Identify the program priority that best fits your project. Describe how your project fits within the program's priorities and explain how it will achieve its results.

Skills development - the project will see up to 150 SME's trained through group sessions to assist business owners to be better prepared for culinary tourism travelers.

The project will also enable the Lake Temiskaming Tour to become for Economically Sustainable by encouraging SME's to financially support the project in the long term through website advertising. This will enable the project to become sustainable after the government support reduces.

5. Describe the economic benefits that are expected to accrue to Northern Ontario as a result of your project. Describe these within the context of short to medium term benefits (up to five years after project completion).

The benefits will be increased culinary tourism traffic and spending in the region. This will enable businesses to be sustainable and will assist them in the shoulder seasons when tourism traffic is generally slower.

Create increased demand for locally grown and produced agri-food products within the region and the potential for producers to expand to export their products to other regions.

Greater brand awareness of Northern Ontario and Northeastern Ontario through marketing campaigns in partnership with Destination Northern Ontario and Northeastern Ontario Tourism.

Partnership with Savour Ottawa to showcase regional food producers and providers on their map will provide greater visibility to our region.

6. Provide an estimate of the direct economic benefits that are expected to occur as a result of the project, between the project's start and end date. Provide estimates for only those indicators that are applicable to your project.

- a) How many jobs, in direct full-time equivalent (FTE), will be created or maintained as a result of this project? Indicate the occupational category and industry sector in which jobs will occur.
- b) How many businesses will be created, maintained, expanded or modernized as a result of this project? Indicate the sector in which these will occur.
- c) How many strategic alliances will be created or maintained as a result of this project? What type of organizations will be involved in these alliances?
- d) How many studies or plans will be developed or implemented as a result of this project? Describe the type of studies or plans to be developed or implemented.
- e) How many events will be held as a result of this project? Describe the type of events and the estimated number of participants.
- f) How many physical community or regional assets (e.g. industrial park, waterfront development, downtown revitalization) will be developed, modernized or expanded as a result of the project? Describe the type of asset.
- g) How many value-added products, processes, services, or technologies will be developed or commercialized as a result of the project? Describe these.
- h) How many new patents, licences, or copyrights will be pursued as a result of the project?
- i) How many innovation or technology-related assets (new technologies, research equipment) will be created, acquired, adopted or adapted as a result of this project?
- j) Describe any other economic benefits that are expected to occur as a result of this project.

a. The project will see the Culinary Tourism Alliance (CTA) staff work to train the SME partners. CTA is a strategic partner of Destination Northern Ontario who funded the original culinary tourism strategies for both Temiskaming Shores and North Bay regions. we will continue to use the services of CTA for the continuation and background knowledge they have of both regions along with their extensive knowledge of culinary tourism.

b. It is anticipated that 2 to 5 of the regional agri-food producers and providers will see growth as a result of the project.

c. The Lake Temiskaming Tour committee is already a strategic alliance of partners who have worked together for over ten years now to make the program successful. This project will strengthen this partnership and assist the communities to attract new private sector buy in to the program.

A new strategic alliance will be developed with Savour Ottawa to enable our regional food producers and providers to get their information onto the Savour Ottawa local food map site. This partnership will give Northern producers access to a significantly larger market than currently available.

d. The Culinary Tourism Strategies from both North Bay and Temiskaming Shores region will be implemented as both recommend an enhanced culinary tour of the region.

e. The events held will be training events for SME's and perhaps some community events to encourage the use of local foods. There will be a minimum of 5 events with anticipated attendance of 20 at each event.

i. A new website will be implemented. The use of programatic marketing will be used to target specific potential visitors and serve them ads to promote the enhanced culinary Lake Temiskaming Tour. This technology will be shared with partners to ensure they are aware of it's capabilities and benefits.

j. It is anticipated that at least two private sector entrepreneurs will create new culinary tourism experiences to further expand the culinary tourism development of the region.

At least one local food retailer to be developed and expanded local products within other retail locations around the region.

7. Provide your plan for tracking the performance indicators identified above, describing how you will track, measure and evaluate the targeted results of your project.

We will use a registration program for the training sessions to enable us to track how many SME's sign up for each session.

We will use the services of a programatic marketing firm to serve advertising to targeted clients who will be able to report how many ads were served and what clic through results were achieved.

8. Will consultants be hired as part of the project?

Yes  No

If yes, please attach:

- Terms of Reference
- List of candidate consulting firms
- Request(s) for Proposals
- Consultant's Statement of Work (if already selected)
- Outline of the selection process
- Copy of evaluation form(s) and criteria

9. Will the project have an impact on one or more Indigenous communities?  
 Yes  No  N/A  
 If yes, please provide details regarding consultations held (to be held) with the Indigenous communities affected, dates and participants involved.  
 Both Temagami First Nation and Timiskaming First Nation will be involved in the project. Both are participants in the Lake Temiskaming Tour project committee and will be involved throughout the project.

10. Identify individuals/organizations with whom you have consulted regarding your project (e.g. Community Futures Development Corporations, provincial ministries, economic development agencies, etc.), and indicate their position. Letters of support may be attached.  
 Destination Northern Ontario, Pat Forrest, Initiatives Officer  
 Tourism North Bay, Steve Dreany, Executive Director  
 Fed Nor, Denise Deschamps, Initiatives Officer  
 South Temiskaming CFDC, John Bernstein, Executive Director

**ENVIRONMENTAL IMPACTS**

*Under the Canadian Environmental Assessment Act, 2012 (CEAA 2012) FedNor is required to ensure that projects and/or activities that occur on federal/reserve lands and/or designated projects as defined by section 84 requiring authorization by the department do not cause significant adverse environmental effects.*

1. Has your project been screened under the Canadian Environmental Assessment Act, 2012 (CEAA 2012)?  
 Yes  No

If no, please complete the following checklist:  
 Is the project on federal lands? Please consult the Definitions section of the Act for what constitutes Federal Lands:  
<https://laws-lois.justice.gc.ca/eng/acts/C-15.21/page-1.html#h-1>  
 Yes  No  Unsure  
 Does the project meet the criteria of a "Designated Project" per CEAA 2012? Please consult the list of Physical Activities:  
<https://laws-lois.justice.gc.ca/eng/regulations/sor-2012-147/page-3.html#docCont>  
 Yes  No  Unsure

**PROJECT COSTS AND FUNDING SOURCES**

1. Identify and substantiate detailed project costs.  
 Please list by key expense categories or type of costs.

PROJECT COST CATEGORY	TOTAL COSTS	REQUESTED FROM FEDNOR	APPLICANT	OTHER FUNDER(S)
Consulting Fees	\$100,000.00	\$95,000.00		\$5,000.00
Marketing / promotion	\$100,000.00	\$90,000.00		\$10,000.00
Translation	\$10,000.00	\$5,000.00	\$5,000.00	
Travel	\$5,000.00	\$5,000.00		
<b>TOTAL</b>	<b>\$215,000.00</b>	<b>\$195,000.00</b>	<b>\$5,000.00</b>	<b>\$15,000.00</b>

2. Please indicate other sources of funding.

OTHER FUNDING SOURCE	FUNDING SOURCE NAME	FINANCING TYPE (e.g. cash, in-kind, repayable or non-repayable, etc.)	AMOUNT	CONFIRMED
Provincial	Destination Northern Ontario	cash	\$5,000.00	<input checked="" type="radio"/> Yes <input type="radio"/> No
Private Sector	SME partners	cash	\$5,000.00	<input type="radio"/> Yes <input checked="" type="radio"/> No
Municipal	Lake Tour Partners	cash	\$5,000.00	<input checked="" type="radio"/> Yes <input type="radio"/> No

3. Have you already incurred costs or made legal commitments related to the project?  Yes (if yes, please describe)  No

4. Please complete the table if revenue will be generated during or as a result of your project.

	YEAR 0	YEAR 1	YEAR 2	YEAR 3
Project Related Revenues				
Project Related Expenses				
Surplus/Deficit				

If a surplus is expected, please indicate the intended use of the projected surplus.  
 n/a

5. Describe the impact of FedNor's contribution in terms of the scope, location and timing of your project. Also enclose a monthly cash flow projection for your organization and project, clearly indicating expenditure and revenue streams.  
 The Fed Nor contribution through the Canadian Experiences Fund will make this project feasible. Without the financial support, we could not take on this project in support of our partners as we do not have the funds available within the municipal budget. The City

is able to cash flow the project, however would not be able to cover all of the proposed expenses. A monthly cash flow document is attached.

**SUPPORTING DOCUMENTATION**

1. The following documents must be provided to FedNor along with your application. Incomplete submissions will not be processed until all the necessary information is received.

ENCLOSED	YES OR NO
Audited financial statements (last two fiscal years) and interim financial statement (if available)	<input checked="" type="radio"/> Yes <input type="radio"/> No
Applicant Declaration On Lobbying	<input checked="" type="radio"/> Yes <input type="radio"/> No
Monthly cashflow projection	<input checked="" type="radio"/> Yes <input type="radio"/> No
Business plan or feasibility study (if available)	<input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A
Environmental Assessment Screening Report (if required)	<input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A
Proof of registration or incorporation (if first time applicant)	<input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A
<i>Documents related to the selection of consultants (if applicable):</i>	
• Terms of Reference	<input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A
• List of candidate consulting firms	<input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A
• Request(s) for Proposals	<input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A
• Consultant's Statement of Work (if already selected)	<input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A
• Outline of the selection process	<input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A
• Copy of evaluation form(s) and criteria	<input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A

## CERTIFICATION

On behalf of the Applicant, I hereby acknowledge and/or certify that:

- (a) I have authority to submit this application on behalf of the Applicant and evidence of this authority will be provided upon request.
- (b) I confirm that the Applicant is current on all obligations to the federal government; that the execution of the proposed project will not prevent the Applicant from continuing to meet these obligations and from maintaining the economic benefits anticipated by the other agreements; and that these obligations will not preclude the Applicant from fulfilling its obligations under the proposed project.
- (c) The Applicant is under no obligation or prohibition, nor is it subject to, or threatened by any actions, suits or proceedings, which could or would affect its ability to implement this proposed project.
- (d) The information provided herein is complete, true and accurate and I undertake to provide any further information that may be required for Industry Canada/FedNor to render a decision in a timely manner.
- (e) Project costs incurred by the Applicant in the absence of a signed funding agreement with Industry Canada/FedNor are incurred at the sole risk of the Applicant and, even if the project is approved for funding any such costs may not be considered eligible for Industry Canada/FedNor assistance.
- (f) Information provided to Industry Canada/FedNor will be treated in accordance with the *Access to Information Act* and the *Privacy Act*. These laws govern the use, protection and disclosure of personal, financial and technical information by federal government departments and agencies. Information provided to Industry Canada/FedNor is secured from unauthorized access.
- (g) Any former public office holder or public servant employed by the Applicant is in compliance with the provisions of the *Values and Ethics Code for the Public Sector*, the *Policy on Conflict of Interest and Post-Employment* and the *Conflict of Interest Act*.
- (h) The Applicant recognizes that projects listed in the *Regulations Designating Physical Activities* may require an environmental assessment under *Canadian Environmental Assessment Act 2012*.
- (i) The Applicant agrees to comply with official language obligations, where applicable, depending on the nature of the project and the targeted clientele.
- (j) Funding may be conditional upon Canada satisfying any Indigenous consultation, and where required, accommodation of obligations arising from the implementation of this project.
- (k) This application does not constitute a commitment by Industry Canada/FedNor for financial assistance.

By submitting this application, I certify that Industry Canada/FedNor funding is required in order for the project to proceed, and agree that Industry Canada/FedNor may make the enquiries it deems necessary to evaluate the application.

### Submitting Your Application:

You are about to submit your proposal for funding. Once your application has been received by Industry Canada/FedNor you will receive a confirmation email / letter and a file number for further reference. Please ensure you have correctly noted your contact information on this form.

Signed at: Temiskaming Shores On this date (YYYY-MM-DD): 2019-06-20  
Title: Municipal Clerk  
Signature (Officer with signing authority for the Organization): \_\_\_\_\_

## Memo

**To:** Mayor and Council  
**From:** James Franks, Economic Development Officer  
**Date:** July 09, 2019  
**Subject:** Rural & Northern Immigration Pilot  
**Attachments:** **Appendix 01:** News Release  
**Appendix 02:** Q & A IRCC  
**Appendix 03:** Rural Process Map

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Mayor and Council:

In late 2018, the Federal government put out a request for letters of interest for communities who wished to participate in a Canadian Immigration pilot project. In order to be eligible communities had to prove that they were already targeting immigrants to move to their communities and also must have settlement services available to those who might move.

Although Temiskaming Shores was actively targeting immigrants to fill positions, we do not have settlement services available to those who decide to move, therefore we were not eligible to apply to the project on our own. What we decided to do was to work with both Timmins and North Bay (in case one of them were not selected for the pilot project) and provide letters of support to each. Both communities were selected, so our businesses could theoretically work with either community to find potential employees.

I have attached the project News Release (Appendix 01) as well as some Questions and Answers that Immigration, Refugees & Citizenship Canada (IRCC) provided (Appendix 02). Lastly, there is a process map that was provided by IRCC with respect to participants in the program. Further details on the pilot program are expected later this fall and will be forwarded to us by our partners in North Bay and/or Timmins.

The project will enable businesses within our community to be able to attract immigrants from outside of Canada to move directly to Temiskaming Shores for employment. They must still go through the immigration process, but these applicants would be fast tracked through the current system.

Prepared by:

Reviewed and submitted for  
Council's consideration by:

“Original signed by”

“Original signed by”

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James Franks  
Economic Development Officer

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Shelly Zubyck  
Director of Corporate Services

## News Release

For Immediate Release

### **North Bay area looks to welcome newcomers to fill job vacancies, boost population**

*Community is among 11 selected to take part in federal government's new pilot immigration project*

June 17, 2019 – North Bay, ON – North Bay is among 11 communities in Canada selected to take part in a new pilot project by the federal government to attract immigrants to fill labour gaps and support economic growth.

Anthony Rota, Member of Parliament for Nipissing–Timiskaming, joined representatives of key business, economic development, settlement, and employment organizations at North Bay City Hall on Monday to share details about how the initiative will be rolled out here.

The North Bay & District Chamber of Commerce is the lead agency for this area. It will work with a number of partners, including the City of North Bay, the North Bay & District Multicultural Centre, the North Bay Local Immigration Partnership, and Yes Employment Services, among others, to administer the program.

The Rural and Northern Immigration Pilot seeks to spread the benefits of economic immigration to smaller communities to address the challenges of declining populations, meet local labour needs, and retain newcomers.

Under this innovative model, participating communities will match job opportunities with qualified immigrants and deliver services to help settle newcomers and their families. In return, immigrants are given a pathway to permanent residency.

Locally, the program will cover a broad area that includes North Bay, Nipissing District, southward to Burk's Fall, and north to Temiskaming Shores and Kirkland Lake.

The other 10 selected Canadian communities are: Thunder Bay, Ont., Sault Ste. Marie, Ont., Sudbury, Ont., Timmins, Ont., Gretna-Rhineland-Altona-Plum Coulee, Man., Brandon, Man., Moose Jaw, Sask., Claresholm, Alta., West Kootenay, B.C., and Vernon, B.C.

Participants were chosen as a representative sample of the regions across Canada to create a blueprint for the rest of the country.

Efforts to identify and recruit candidates are expected to begin as early as this fall.

### **Quotes**

"The equation is quite simple. Attracting and retaining newcomers with the needed skills equals a recipe for success for Canada's rural and northern communities. We have tested a similar immigration pilot in Atlantic Canada and it has already shown tremendous results for both newcomers and Canadians."

– *The Honourable Ahmed Hussen, Minister of Immigration, Refugees and Citizenship*

"Immigration is vital to the social and economic vitality of North Bay, the broader Nipissing–Timiskaming region, and Northern Ontario. I'm very proud to have worked with my fellow MPs from the North to champion this pilot project. Congratulations to the North Bay & District Chamber of Commerce and its partners for putting together a strong case and being selected. I look forward to seeing the positive results."

– *Anthony Rota, Member of Parliament for Nipissing-Timiskaming*

"The North Bay & District Chamber of Commerce is pleased to have been chosen as one of the successful proponents for the Rural and Northern Immigration Pilot. We are confident we will be able to meet some needs of our employers in gaining skilled employees in in Northeastern Ontario. This collaboration of economic development offices, employment partners, settlement services and rural northern communities is a strong venture that recognizes the importance of immigration for our businesses to grow and succeed."

– *Peter Chirico, President, North Bay and District Chamber of Commerce*



“We’re extremely pleased North Bay has been named a pilot site for this federal initiative and we’re looking forward to working with the North Bay & District Chamber of Commerce and our partners on developing and implementing a program that will help to bring newcomers to our city and to the region. Immigration is a critical component of council’s economic growth strategy and is key to addressing our workforce needs.”

– *Al McDonald, Mayor, City of North Bay*

“The North Bay & District Multicultural Centre is pleased to learn that our area has been selected to participate in the Rural and Northern Immigration Pilot. Since 2008, we have provided immigrant settlement services and worked with community partners to support the valued participation of newcomers in all aspects of community life. Through this initiative, we look forward to welcoming more newcomer talent into our communities.”

– *Deborah Robertson, Executive Director, North Bay & District Multicultural Centre*

“This is a great opportunity for our community. The Rural and Northern Immigration Pilot ensures that the benefits of immigration are shared across the country and we are excited to have been a chosen site. We are certain that this pilot will significantly benefit our community both socially and economically and both Yes Employment Services and the North Bay Local Immigration Partnership are ready to play our part to make this initiative a success.”

– *LeeAnne Maillé, CEO, Yes Employment Services, and Chair of the North Bay Local Immigration Partnership*

### Quick Facts

- Throughout the summer, the government will begin working with selected communities to position them to identify candidates for permanent residence as early as the fall 2019.
- Communities will be responsible for candidate recruitment and endorsement for permanent residence.
- Newcomers are expected to begin to arrive under this pilot in 2020.
- Communities worked with local economic development organizations to submit an application by March 11, 2019, which demonstrated how they met the [eligibility criteria](#).
- The Atlantic Immigration Pilot was launched in March 2017 as part of the Atlantic Growth Strategy. The four Atlantic provinces are able to endorse up to 2,500 workers in 2019 under that pilot to meet labour market needs in the region.
- Rural communities employ over four million Canadians and account for almost 30 per cent of the national GDP.
- Rural Canada supplies food, water, and energy for urban centres, sustaining the industries that contribute to Canada’s prosperous economy.
- Between 2001 and 2016, the number of potential workers has decreased by 23 per cent, while the number of potential retirees has increased by 40 per cent.

### Associated Links

- [Backgrounder](#)
- [Rural and Northern Immigration Pilot](#)
- [Immigration Matters](#)
- [Infographic](#)

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### Contact

Carla Ammerata  
Communications Manager  
Office of MP Anthony Rota  
705-474-3700  
[anthony.rota.c1d@parl.gc.ca](mailto:anthony.rota.c1d@parl.gc.ca)

**Q & A:**

What is RNIPP?

A federal 5-year pilot program is an effort to boost rural and northern communities, that are struggling with aging populations and labour shortages, to attract and retain new immigrants with the goal of gaining their permanent residency.

What geographic area will our application cover?

Our proposal included North Bay proper, the District of Nipissing which includes Mattawa to the east and West Nipissing to the west (which coincides with the Chamber's geographic area), south to Burk's Falls and north to Temiskaming Shores and Kirkland Lake.

How this will roll out?

The Chamber is the administrator of the program and proponent that will work directly with IRCC; however numerous partners supported the application that will be instrumental in providing the services necessary to be successful in the attraction and retention of these immigrants.

Who are the candidates?

While IRCC also looks after refugees and other newcomers to Canada – this program is specific to what they call "Economic Immigration". There will be minimum federal immigration criteria for candidates which include (but are not limited to): pilot participants must be economically independent (unencumbered funds that they have with them), a full-time job offer, work experience, education and a minimum language proficiency. IRCC will provide third party assessment services to ensure the candidates meet the requirements.

Job Opportunities?

Businesses in the region are finding it difficult to match workers to the employment opportunities (even if we had enough people regionally to fill some of the opportunities, we are still very limited to fill all the opportunities available – as provided by the Labour Market information).

We have a list of jobs through National Occupational Classification (NOC) codes to assist us where the needs for skilled workers are most dire in our business community.

## Collaboration/Partners?

The application was supported by our MP, MPP, seven Mayors in the region, three settlement support services, six economic development agencies, two employment support agencies, two other Chambers, two post-secondary institutions, and one industry association. Since the submission, there are many more communities that are supportive; but due to a limited time for submission, we were still strong with the support that we gained during the application process.

Partners that will be highly involved include: Economic Development Agencies, Employment Services, Education and Settlement Services.

Partners from the initial application include:

- City of North Bay
- Municipality of Callander
- City of Temiskaming Shores
- Municipality of West Nipissing
- Municipalité East Ferris Municipality
- Bonfield Township
- Town of Kirkland Lake
- North Bay Local Immigration Partnership (LIP)
- North Bay & District Multicultural Centre
- Réseau du'Nord (Réseau en immigration francophone -RIF)
- Yes Employment Services d'emploi
- The Labour Market Group
- City of North Bay Economic Development
- Temiskaming Shores Economic Development
- Burk's Falls & Area Community Economic Development
- Chambre de commerce West Nipissing Ouest Chamber of Commerce
- Temiskaming Shores Chamber of Commerce
- Canadore College
- Nipissing University
- NECO – Community Futures Development Corporation
- South Temiskaming Community Futures Development Corporation (STCFDC)
- CIM Northern Gateway Branch

Other partners that will be involved:

- FedNor
- CTS Canadian Career College
- Other municipalities that want to participate in our catchment area
- School boards through settlement services for families

- International Immigration Consultants
- Newcomer Centre of Peel
- Businesses in the catchment area

How many immigrants does the program support?

This is still in the works. While there is no minimum, IRCC will be setting a maximum per year or per program; we will take it slowly to ensure that settlement and retention in the program is appropriate for our newcomers and their family. Our educated guess is around 250 per year.

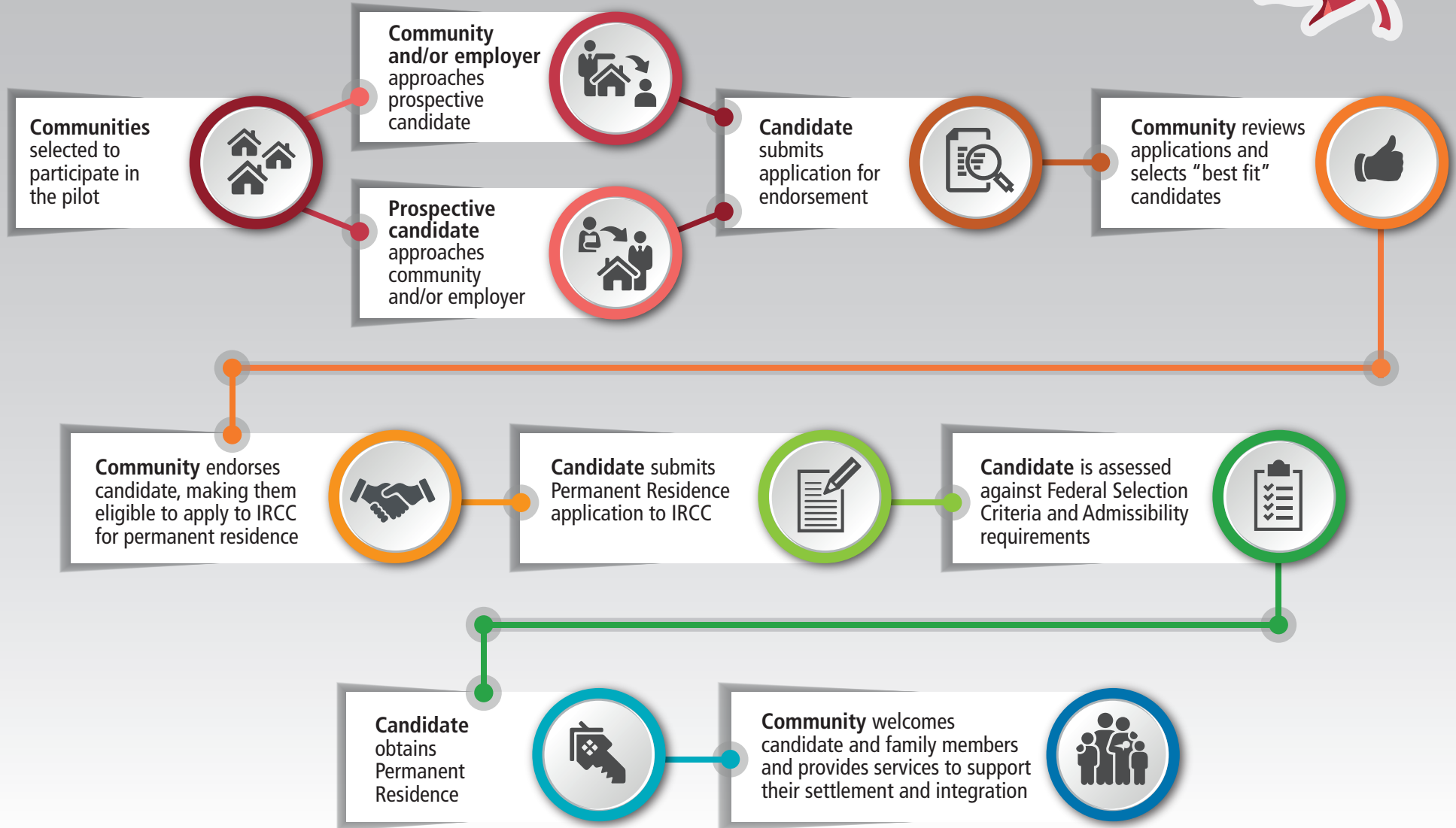
Next steps:

- Training from IRCC and MOU – Fall 2019
- On-boarding (our area is in the 2<sup>nd</sup> Cohort with IRCC) in mid to late 2020 (this does not prohibit us from on-boarding in early 2020 however candidates would come to our area on temporary work permits)

Final details we know:

- Ultimately IRCC has final say on candidates requesting Permanent Residency through this program; however IRCC will only consider candidates that have been referred through the community endorsement process and been assessed by the 3<sup>rd</sup> party services. IRCC will assist in setting the endorsement criteria.
- Focus will be on retention of newcomers with concrete efforts to welcome and integrate newcomers.
- Key strengths of our application included the district we would serve, our proximity to Toronto and settlement services that are already offered that can be scaled up, region identified immigration as a strategic priority to economic growth and addressing our labour needs in Northeastern Ontario.

# Rural and Northern Immigration Pilot Step-by-Step Guide to Permanent Residence



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**Subject:** Amend By-law No. 2012-039 (User Fees)  
Planning Fees – Additional Categories

**Report No.:** CS-028-2019  
**Agenda Date:** July 9, 2019

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### **Attachments**

**Appendix 01:** Fee Comparison

**Appendix 02:** Draft amending by-law

### **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-028-2019; and
2. That Council directs staff to prepare the necessary by-law to amend Schedule “E” to By-law No. 2012-039 (User Fees) to include additional categories for various planning processes for consideration at the July 9, 2019 Regular Council meeting.

### **Background**

Through review of various projects, it has been identified that there is a need to update By-law No. 2012-039 (user fees) specific to the Planning Department (Schedule “E”). Specifically, the user fees by-law currently does not include fees for part-lot control exemption, removal of a holding symbol from the zoning of a property, or a peer review of a technical study/report.

Part-lot control exemptions and the removal of a holding symbol are not applications that are considered on a regular basis, which is the reason that fees for these applications have not traditionally been included in the fees by-law.

### **Analysis**

Part-lot control exemptions are typically used for the separation of semi-detached dwelling units and street townhouse units where a previous planning process has been completed. This process will not be used regularly and will not take the place of a plan of subdivision or consent process where those processes are more appropriate.

A holding provision (H) is attached to the zoning of a property where the permitted uses in the parent zoning category may be appropriate, but further study and/or information is required prior to development. Examples may include land use compatibility studies for properties in proximity to existing mineral aggregate pits, and where review by a Provincial Ministry may be needed to determine safety related to a mine hazard constraint located on the property.

A peer review of a technical study/report may be necessary where information is submitted in support of an application but the City has conflicting information, or where further review may be warranted. The proposed fee is simply cost-recovery so the City would not be responsible for the cost of the review. If a peer review were to be completed before the by-law comes into force, cost-recovery would still be used, but having it set out in the by-law allows staff to reference that the fee is approved and set out by by-law.

The proposed fees, and the fees prescribed by select municipalities throughout Northern Ontario are set out in Appendix 01. Also included is a brief overview of the processes for a part-lot control exemption and the removal of a holding symbol. A part-lot control exemption by-law must be registered on title to the subject property and the applicant would be responsible to cover those fees directly with their lawyer. The removal of a holding provision includes a requirement to circulate neighbours in the area and as such the City's advertising fee is referenced as being applicable to this application. The City charges a \$100 advertising fee for planning applications to cover a portion of the cost for posting the notice in the newspaper and mailing the notice to neighbours within the specified distance. All application fees are subject to HST.

### **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 establishment of fees for part lot control exemption and removal of hold applications will allow the City to recoup some of the costs of staff time and materials required for processing these applications.

### **Alternatives**

No alternatives were considered.

### **Submission**

Prepared by:

Reviewed and approved by:

Reviewed and submitted for  
Council's consideration by:

"Original signed by"

"Original signed by"

"Original signed by"

Jennifer Pye, MCIP, RPP  
Planner

Shelly Zubyck  
Director of Corporate Services

Christopher Oslund  
City Manager

## Fee Comparison Chart

Municipality	Part Lot Control Exemption	Removal of Holding provision	Peer Review
Tem. Shores (prop.)	\$500 (+ legal fees)	\$400 + advertising fee	Cost recovery
Kirkland Lake	Not listed	\$1,300	Cost recovery
Timmins	\$550	\$1,950	Not listed
North Bay	Not listed	\$675	Not listed
Sudbury	\$1,260	\$1,220	Cost recovery (\$3,090 deposit)
Temagami	\$400	Not listed	Not listed
Parry Sound	Not listed	\$445	Not listed
Huntsville	\$1,935	\$635	Not listed
Bracebridge	\$430 (+ legal fees)	\$500	Not listed
Gravenhurst	\$944	\$418	Not listed
Thunder Bay	\$1,000	\$750	Cost recovery
Orillia	\$1,180	\$785	Not listed

### Part Lot Control Exemption Process – Section 50(7)-(7.5)

- Proponent submits reference plan and proposed legal descriptions from solicitor
- Staff review and comment
- Planning staff prepare report for Council's consideration
- Council review staff report and pass by-law exempting the development from the part lot control provisions of the Planning Act – generally expires after 2-3 years
- By-law must be registered on title per Section 50(28) – will be at owner's expense (also required for deeming by-laws and site plan control agreements)

### Removal of Holding Provision Process – Section 36

- Proponent submits application to City to remove hold (H) provision on property – must have fulfilled the conditions required to remove the hold
- Staff review and comment
- Notice of Council's intention to remove the hold is put in the newspaper and is mailed to "property owners in the area" (specifics not given in Planning Act, but would follow same requirements as those for a Zoning Amendment – put in paper and circulate every property owner within 120m)
- Staff prepare report for Council's consideration
- Council review staff report and consider passing by-law to remove the hold provision
- By-law deemed to have come into force on the day it is passed; notice of decision is not required, no appeal period



The Corporation of the City of Temiskaming Shores

By-law No. 2019-000

Being a by-law to amend By-law No. 2012-039, as amended  
being a by-law to adopt Schedules of Departmental User Fees  
and Services for the City of Temiskaming Shores – Schedule  
“E” Planning, By-law and Building Services

**Whereas** Section 391(1) of the Municipal Act, .S.O. 2001, c. 25, as amended, authorizes the Council of a local municipality to pass by-laws imposing fees or charges for services or activities provided or done by or on behalf of any other municipality or local board; and for the use of its property including property under its control;

**And whereas** the Council of the Corporation of the City of Temiskaming Shores adopted By-law No. 2012-039 on April 3, 2012 to adopt Schedules of Departmental User Fees and Service Charges for the City of Temiskaming Shores;

**And whereas** Council considered Administrative Report No. CS-028-2019 at the July 9, 2019 Regular Council meeting and directed staff to prepare the necessary by-law to amend By-law No. 2012-039 (User Fees) for various planning fees for consideration at the July 9, 2019 Regular Council meeting;

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

1. That Council hereby amends Schedule “E” to Fees By-law No. 2012-039, as amended, Planning, By-law and Building Services within the **Planning Fees** section by adding the following:

Part Lot Control Exemption Application	Planning Act Sec. 69	\$500.00 (+ legal and land titles fees)
Removal of Hold Application	Planning Act Sec. 69	\$400 + advertising fee
Peer Review	Planning Act Sec. 69	Cost recovery

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

**Read a first, second and third time and finally passed** this 9<sup>th</sup> day of July, 2019.

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Mayor – Carman Kidd

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Clerk – David B. Treen

**Subject:** Selection of Realtor for Disposition  
of Bucke Park Campground

**Agenda Date:** July 9, 2019  
**Report No.:** CS-029-2019

**Attachments**

- Appendix 01** – Opening Results
- Appendix 02** – Royal LePage submission
- Appendix 03** – Century 21 Submission
- Appendix 04** – Miller Realty Submission
- Appendix 05** – Draft Agreement

**Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-029-2019; and
2. That Council authorizes staff to enter into an agreement with Miller Realty Group at a commission rate of 3.8% for the disposition of the Bucke Park Campground for consideration at the July 9, 2019 Regular Council meeting.

**Background**

At the May 21, 2019 Regular Council meeting Administrative Report CS-025-2019 was considered resulting in the adoption of Resolution No. 2019-315 which reads as follows:

That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-025-2019; and

That Council directs staff to release RFQ-CS-001-2019 to secure Realtor Services for the disposition of Bucke Park.

Staff released the request for quotations.

**Analysis**

Three submissions were received prior to the closing deadline of 2 pm on June 20, 2019 and summarized as follows:

<b>Realtor</b>	<b>Commission %</b>
Royal LePage	6%
Century 21	4.5%
Miller Realty Group	3.8%

The realtors were encouraged, through Addendum No. 1 to submit a Marketing Plan detailing their approach to the divestment of the subject lands to attain the highest selling price.

Staff has reviewed the submissions and it is recommended that Council authorize entering into an agreement with Miller Realty Group with a Commission Rate of 3.8% for the disposition of Bucke Park.

### **Financial / Staffing Implications**

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

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

There are no financial expenses related to this matter and staffing implications are related to normal administrative duties.

The City would be receiving funds from the sale of the property.

### **Alternatives**

No alternatives were considered.

### **Submission**

Prepared by:

Reviewed and submitted for  
Council's consideration by:

"Original signed by"

"Original signed by"

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

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

CS-RFQ-02-2019. Reactor Buckle Park

June 20/19

Time: 2:04 pm

Place: Dymond Boardroom

- ①. Royal Lapage  
- Judie Martin. (June 17, 2019 - 4:08 p.m.)  
Commission Percentage 6 (six) %.
  
- ②. Royal Lapage (June 4, 2019)  
- Judie Martin.  
Commission Percentage 4 (four) % + HST
  
- ③ Century 21  
- Daniel Gaudreault  
Commission Percentage 4.5 %
  
- ④ Miller Realty Group Inc.  
- Linda Miller  
Commission Percentage 3.8 %.

Attendees:

Brad Hean - TS - CS - ~~Pat~~

Laura-HeeMacheed TS - CS

DAVE TROEN TS - CS

Kelly Conlin. TS - CS.

~~Pat~~

d. macheed

Judie Martin

Linda Miller



Thank you for the opportunity to provide a quote for real estate services regarding the sale of Bucke Centennial Park. I visited the property on May 30 and walked the Grounds with Larry Breault, Park Manager. What a lovely location and well maintained camp ground.

Royal LePage is a Canadian national brand with a network of over 18,000 agents and brokers. Royal LePage REALTORS® are known as the best and most successful in the industry partially due to their realtors having access to the industry's best tools, service and support. I personally attend Royal LePage functions in Ontario in order to promote our area and all that we have to offer. I work closely with network of realtors from Quebec, Southern Ontario, North Bay and Ottawa regions. Although electronic marketing, social media and marketing templates are effective, I never underestimate the value of "word of mouth".

When Marketing Bucke Centennial Park, I will use the exclusive tools available to me through Royal LePage, Realtor.ca, my website NorthernLifeStyleForSale.com, MLS, and my personal/professional connections within our community and throughout our region. Feature Sheets with detailed information will be relayed to investors and developers on Ontario as well as a few of my connections across the Border into Quebec. I will be marketing the potential of estate lots for development.

Our Local Brokerage, Royal LePage, Best Choice Realty is a member of NAR (National Association of Realtors), has listed and sold a number of Government properties. We service the public in both official languages.

For four consecutive years I have succeeded in acquiring Royal LePage's, Director's Platinum Award level acquired by achieving top 5% nationally adjusted geographically. It is due to the support of Royal LePage national, our local Brokerage and hard work. Recently, as of December 2018 I have completed the studies necessary to become a Certified Master Negotiator. In order to acquire this designation, I attend 3, 2-day sessions in Ottawa and Toronto.

After my conversation with Dave Treen and Chris Oslund, as well as the Addendum No. 01 recently circulated answering many of my questions, I believe the highest and best use of this property is subdividing and developing. With this in mind, and the infrastructure and agreements in place, my Opinion of value is \$500,000 to \$525,000. Commission is 6%. It is my intention to sell the property for highest and best price with the least amount of City Employee time possible. Of course, open communication with City officials will be of benefit.

Thank you for your consideration / Sincerely,

Judie Martin, Broker

Royal LePage, Best Choice Realty



**Form of Quotation**

This Addendum replace the original Form of Quotation and Real Estate Brokerages are to complete the following:

Please complete the information below and submit as part of your quotation:

Name of Brokerage: Royal LePage, Best Choice Realty Brokerage  
Address: 117 Whitewood Avenue New Brunswick POB 1120  
Contact Person: Judie MARTIN  
Phone No.: 705 685083 Email: JM judie.martin@royallepage.ca  
Signature: Judie Martin

Commission percentage of: 6 %

**to be submitted**



## Temiskaming Shores

### Non-Collusion Affidavit

I/ We Judie Martin the undersigned am fully informed respecting the preparation and contents of the attached quotation and of all pertinent circumstances respecting such bid.

Such bid is genuine and is not a collusive or sham bid.

Neither the bidder nor any of its officers, partners, owners, agents, representatives, employees or parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with any other Bidder, firm or person to submit a collective or sham bid in connection with the work for which the attached bid has been submitted nor has it in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other Bidder, or to fix any overhead, profit or cost element of the bid price or the price of any bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Temiskaming Shores or any person interested in the proposed bid.

The price or prices quoted in the attached bid are fair and proper and not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

The bid, quotation or proposal of any person, company, corporation or organization that does attempt to influence the outcome of any City purchasing or disposal process will be disqualified, and the person, company, corporation or organization may be subject to exclusion or suspension.

Name of Brokerage: Royal LePage Best Choice Realty Brokerage  
Address: 117 Whitewood Ave Newhickara P0J1P0  
Contact Person: Judie Martin, Broker  
Phone No.: 705 648 5083 Email: judiemartin@royallepage.ca  
Signature: Judie Martin

to be submitted





**Request for Quote:**  
**Real Estate Broker Services**  
**For**  
**Bucke Centennial Park**

---

**Submission date: June 20, 2019**  
**RFQ number: CS-RFQ-002-2019**

**Submitted to:** David B. Treen  
Municipal Clerk  
City of Temiskaming Shores  
325 Farr Drive  
Temiskaming Shores, ON  
P0J 1K0  
  
(705) 672-3363 ext. 4113

**Submitted by:** Daniel Goudreault  
Realtor  
Century 21 Eveline R Gauvreau Ltd.  
19 Paget Street South, PO Box 2259  
Temiskaming Shores, Ontario  
P0J 1P0  
  
(705) 647-8148  
(705) 676-5512  
daniel.goudreault@century21.ca



We are pleased to submit our proposal to provide commercial real estate brokerage services to the City of Temiskaming Shores. Our goal will be to provide the City with professional services and to assist in the marketing and sale of Bucke Park Campground situated in on Lake Temiskaming.

I am excited by the prospect of working with the City in this capacity. My clients have been continually pleased with our work and tell us that we have exceeded their expectations, delivered excellent value and made their real estate transaction seamless.

We trust that we have provided sufficient information in this proposal to meet your needs. However, if you should require any clarification or elaboration, please do not hesitate to contact me at (705) 676-5512. I thank you for your consideration and the opportunity to bid on this RFQ.

Sincerely,

Daniel Goudreault  
Realtor,  
Century 21 Eveline R Gauvreau Ltd.



## 1. Broker profile

The following section provides background on Century 21 Eveline R Gauvreau Ltd., our services and our clients. It also lists and describes our numerous certifications and qualifications for work on this project.

### 1.1 A brief introduction of Century 21 Eveline R Gauvreau Ltd.

As the most recognized consumer brand name in the real estate industry, Century 21 has a heritage of professionalism, dependability, and customer understanding which have become synonymous with our gold standard.

Selling real estate in the Temiskaming Shores area since 1988, we have experience and success helping homebuyers find the perfect fit in Temiskaming Shores. The Century 21 team guides buyers and sellers through all the steps of the real estate transaction.

Century 21 Eveline R. Gauvreau Ltd. takes care of buyers by:

- Helping them decide what type of purchase is right for them.
- Assisting with their mortgage request (or establishing a budget).
- Listening to their needs and showing them options that are the right fit.
- Submitting an offer and negotiating with the seller.
- Assisting in the coordination of the inspection, financing, insurance and all other conditions.

Century 21 Eveline R. Gauvreau Ltd. takes care of sellers by:

- Helping them get the maximum return on their property with our market knowledge.
- Attracting the most potential buyers through our marketing expertise.
- Keeping the deal on track with our professional negotiating skills.
- Handling all conditions efficiently and within timeframes.



## 1.2 Areas of practice

Our team is equipped to perform real estate transactions anywhere in Northern Ontario. We are located in New Liskeard Ontario and regularly work on transactions from Temagami to Matheson, Gowganda to the Quebec border.

We provide support on various types of listings such as:

- Residential
- Cottages
- Farms
- Vacant property
- Land development
- Commercial

## 1.3 Why choose Century 21 Eveline R Gauvreau Ltd.

At Century 21, we take our responsibility of selling real estate in Temiskaming Shores very seriously. Our Real Estate Agents are trained professionals registered under provincial laws that govern all real estate transactions. Armed with professional skills and resources, we make it a priority to remove the potential stress and confusion of selling your property in Temiskaming Shores. We have consistently been the number one producing office in our region since we opened in 1988. We have the hardest working Realtors who continuously outperform our competitors.

The team is dedicated to providing services that are professional, courteous and responsive in helping you market your property. To fulfill this commitment, we agree to perform the following services with all listings:

- Exposing listings to a maximum amount of potential buyers.
- Dedication to making the process of selling a property as easy and as successful as possible.
- Hold the client's best interests in highest regard throughout the process.
- Value and respect timelines, being as efficient and effective as possible.
- Understand diverse needs and respond quickly.
- Use experience, knowledge, tools and the most up-to-date training to best serve clients.
- Explain local real estate procedures and regulations.
- Explain each step of the process and act as a guide to help the client make the most informed decisions.
- Provide a Customized Marketing Plan for the property to include, as appropriate, recommended promotion and other activities, along with a "schedule of events" outlining those marketing steps mutually agreed upon.



- Furnish the client with a written Competitive Market Analysis to help determine the most effective listing price for a property. This analysis may be updated to reflect changing market conditions.
- Review various financing alternatives and assist in determining those which best enhance the salability of a listing.
- Review local marketing customs, conditions and procedures, and make recommendations designed to enhance the marketability of a property.
- Have the internationally recognized Century 21 sign installed on a listing.
- Promote the property to all appropriate incoming transferees referred to this office through the International Century 21 Referral System.
- Provide regular progress reports throughout the marketing period and discuss feedback received about a property.
- Show the listing to qualified buyers.
- Submit all written offers as presented; assist with negotiations; and provide an estimate of your net sales proceeds prior to acceptance.
- Upon acceptance of an offer, handle all conditions and issues to date of completion.

## 2 Qualification and experience

### 2.1 Knowledge of real estate market in North-eastern Ontario, including but not limited to the ability to recommend a market price.

- Century 21 Eveline R Gauvreau Ltd. has been selling real estate in the Temiskaming Shores area for the past 31 years. Our current team of Realtors average over 12 years of experience in this market.
- The territory covered by our office spans over 250 km; we have listed and assisted buyers with purchasing properties from Temagami to Matheson.
- As part of the Century 21 Gold Standard all Real Estate Agents provide market analysis reports for properties listed by Century 21 agents. The market analysis reports assist Realtors in determining the value of the property by comparing the listing property to similar properties which have recently sold.



- At Century 21 Eveline R Gauvreau Ltd. we understand the value and know there are several benefits to establishing an accurate price for properties, they are:
  - To create the most interest right away: Buyers who have been searching nearby know the market, so a competitive price will have them calling rather than walking away.
  - To position the property for multiple offers: A solid price attracts more buyers, setting the stage for multiple bids.
  - To ensure the property sells in the least amount of time: If a property is underpriced, the sellers lose profits. If a home is overpriced, it may deter buyers and take a long time to sell (and may not sell at all without reductions).

## 2.2 Experience as an intermediary in price negotiations for lands and building of this nature.

- Our team of Realtors are highly skilled negotiators. Through training and experience our team has developed the instinct to efficiently evaluate real estate transactions and ensure the maximum value of the property is obtained. The team shows professionalism and always represent the client's interests during a real estate transaction.
- The Century 21 Eveline R Gauvreau Ltd. office handles, on average, 200 to 250 transactions per year with a sales volume that ranges between 20 to 23 million dollars.
- We have Realtors in our office that specialize in farm and recreational properties. In the past we have successfully completed real estate transactions for utility companies and various federal, provincial and municipal governments.

## 2.3 Possession of real estate broker's and commercial real estate licenses, as applicable, that are current and in good standings.

Century 21 Eveline R Gauvreau Ltd. is currently registered under the 2002 Real Estate Business Brokers Act, our Registration number is 3354184, our license is currently in good standing and renews in January 2021.



## 2.4 Details of affiliations with any firms/brokers with national/regional reach.

Century 21 Eveline R Gauvreau Ltd. is a proud member of Century 21 Canada, the world's largest residential real estate sales organization with a unique Canadian history supporting entrepreneurship, marketing innovation, and homeowner education.

Century 21 Canada is proudly Canadian owned and operated by the Charwood Pacific Group and spans over 400 offices from coast to coast.

The global brand creates extraordinary experiences by providing training, management, and technology support for its approx. 6,900 independently owned and operated franchises and over 100,000 members in 78 countries and territories worldwide.

Century 21 Canada provides support to Realtors selling commercial properties by ensuring they have been trained in commercial and investment property markets. This innovative training helps Realtors specialize in the sale and marketing of commercial properties in the areas of land for development, industrial sites, office buildings, retail centers, multi-family complexes, hospitality and mixed use properties. Through the use of targeted advertising, industry-leading technology, creative marketing materials, and one of the largest referral networks in the real estate industry, Century 21 commercial Realtors are committed to maximizing commercial property portfolios.

## 2.5 Examples and references from clients where the respondent has provided a similar service.

Please see Appendix B for a list of references. Below are notable projects which are similar in scope to the Ontario Northland Transportation Commission project:

- Century 21 Eveline R Gauvreau Ltd. has worked with numerous municipalities and townships to bring to market excess land and building for sale.
- Century 21 Eveline R Gauvreau Ltd. is the exclusive Real Estate Brokerage for the Beach Garden waterfront project.





### 3 Sales approach

The highest and best use for the property could be any one of the following:

- Maintain the campground as is but change it from a municipally owned to privately owned for profit enterprise.
- Close the campground and let someone build the ideal waterfront home on the 30 acres of property.
- Close the campground and let a developer create waterfront building lots for upscale waterfront.

In making the best decision for future development, the city may favor the third option which would clearly bring more funds for the city in municipal tax revenue. A developer could easily create 10 buildings lots which would add \$50 000 in annual tax revenue to the City tax base, similar to the beach garden project.

Another concern for the City would be to take steps to assure total transparency on the sale of the property. It is quite possible that the city would receive multiple offers on the property. A process for giving all interested parties fair opportunity to acquire the property would be in the City's best interest, I would recommend the following action in selling the property:

1. Prepare a complete package of information regarding the property (i.e. pictures, surveys, etc.).
2. List the property with local real estate brokerage who will act as the lead contractor in selling the property and will allow all other Realtors to act as a sub-contractor
3. Market and expose the property on the active Real estate market for 60 days, inviting all Realtors to submit their offers in a sealed envelope.
4. At a pre-determined date and time, invite all interested parties to City Hall where all the bids will be opened and properly evaluated.
5. The city can accept the offer that best meets its selling criteria.

Using a sealed bid method will allow prospective buyers to get their offers in place with a minimal amount of conditions. This method will also allow the City to evaluate all offers against each other and in a fair process, and accept the offer that best meets the needs of the City.





## 4 Marketing Services

### 4.1 Core Strategy

The Century 21 brand is the most recognized name in real estate today. Made up of approximately 7,000 independently owned and operated franchised broker offices in 77 countries and territories worldwide and represented by 102,000 real estate professionals, the Century 21 brand has a global reach. But the real story is beyond numbers. It's about shared values, beliefs, and hard work from everyone who is a part of the Century 21 organization.

Our clients have come to expect only the best from our team. We deliver this by understanding their goals and then adopting them as our own. We've maintained our high standards by attracting some of the finest real estate professionals, then helping them offer excellent service to customers.

As the most recognized consumer brand name in the real estate industry, the Century 21 System has a heritage of professionalism, dependability, and customer understanding.

### 4.2 Marketing Strategy

#### 4.2.1 Place ads in local newspapers on a bi-weekly basis

The first place many local clients learn about listings is through the local newspapers. Placing ads in the local newspapers ensures readers actively looking for listings are made aware of new listings and possibly act on a sale or offer. Newspaper advertising is also seen as a more trusted form of advertising.

#### 4.2.2 Design feature sheets for properties for distribution in Century 21 office

A good quality real estate feature sheet is a great way to highlight the benefits of the property in a concise handout. The feature sheets are distributed to potential clients who visit the Century 21 office and are the perfect reminder for buyers who are interested in the listing.

#### 4.2.3 Post properties on Century 21 website

TemRealEstate.com is Century 21's storefront on the Internet; making our services and listings available 24/7. On average the Century 21 website receives over 6,000 visits and 20,000 page views per month. Our online marketing strategy is based on proven success metrics. We attract traffic from a variety of sources, retain traffic by providing high-quality content and photos, and convert traffic into leads by making it easy to contact with agents online. The properties for sale



#### 4.2.4 Feature properties on Century 21 social media accounts

With over with 19 million Canadians on Facebook and 2 million on Twitter social media has become a vital part of Century 21's online presence. Current and potential customers are actively participating on our social media pages and becoming advocates by helping us get noticed online to their network via "shares", "likes" and "follows".

Century 21 has an established social media presence on Facebook, Twitter and Instagram. Our posts and ads reach over 1,000 online users a week and are targeted to a specific audience based on location (i.e. postal code) and age (25 to 55 and 55+). Facebook and Twitter are optimal platforms to promote our services and listings as the average active user on these sites are mature Canadians (ages 35 to 49). All posts featured on social media platforms referrer readers to the Century 21 website for more detailed information.

#### 4.2.5 Ensure web listings of properties are compatible for mobile and tablet devices

A recent report on the Housing Market found that buyers are using mobile devices to search for listings, find directions to a house, or contact an agent directly. Canadians are increasingly using smartphones and tablets to view online information, usage climbs steadily throughout the day and reaches its peak at night, mobile at 6:00 p.m. and tablet at 11:00 p.m.

The Century 21 Web site is built with mobile and tablet users in mind and automatically feature the site's mobile interface when it detects that a reader is accessing the site through their smartphone. Century 21 utilizes all of these platforms by making our listings available to potential consumers across these multiple devices.

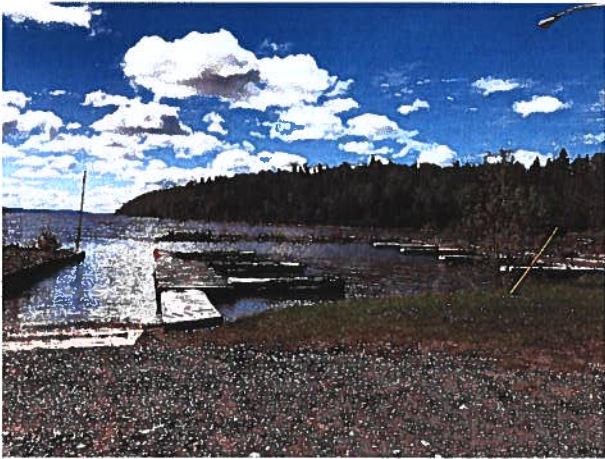
## 5.0 References

Over the past years we have maintained a commercial Real Estate working relationship with many local developers and business partners. We encourage you to reach out to any/all of our clients.

- |                        |         |                    |              |
|------------------------|---------|--------------------|--------------|
| - Rivard Brothers      | contact | Patrick Rivard     | 705 648 3122 |
| - Champoux Homes       | contact | Philippe Duguay    | 819 723 2253 |
| - Phippen Plaza        | contact | Robert Phippen     | 705 647 5558 |
| - Brownlee Equipment   | contact | Brian Brownlee     | 705 544 3493 |
| - Centre de l'Auto V-M | contact | Normand Lachapelle | 705 647 1255 |



## 5 Annex – Pictures



## Temiskaming Shores

### Non-Collusion Affidavit

*Daniel Goudreau*  
I/We Century 21 Eclaire R. Gaudreau Ltd. the undersigned am fully informed respecting the preparation and contents of the attached quotation and of all pertinent circumstances respecting such bid.

Such bid is genuine and is not a collusive or sham bid.

Neither the bidder nor any of its officers, partners, owners, agents, representatives, employees or parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with any other Bidder, firm or person to submit a collective or sham bid in connection with the work for which the attached bid has been submitted nor has it in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other Bidder, or to fix any overhead, profit or cost element of the bid price or the price of any bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Temiskaming Shores or any person interested in the proposed bid.

The price or prices quoted in the attached bid are fair and proper and not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

The bid, quotation or proposal of any person, company, corporation or organization that does attempt to influence the outcome of any City purchasing or disposal process will be disqualified, and the person, company, corporation or organization may be subject to exclusion or suspension.

Name of Brokerage: Century 21 Eclaire R. Gaudreau Ltd. Brokerage.

Address: 19 Payet St. P.O. Box 2259 New Liskeard Ont. P0J-1P0

Contact Person: Daniel Goudreau

Phone No.: 705 676 5512 Email: dangoudreau@c21@personea.ca

Signature: *Daniel Goudreau*

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to be submitted



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**Form of Quotation**

This Addendum replace the original Form of Quotation and Real Estate Brokerages are to complete the following:

Please complete the information below and submit as part of your quotation:

Name of Brokerage: Century 21 Evelyne R. Gaudreault Ltd.  
Address: 19 Paget St. P.O. Box 2259, New-Hislop, Qc.  
Contact Person: Daniel Gaudreault  
Phone No.: 705 676 5512 Email: dangaudreaultc21@personec.com  
Signature: Daniel Gaudreault

Commission percentage of: 4.5 %

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**to be submitted**

**Miller Realty Group Inc., Brokerage**

127 Whitewood Avenue

New Liskeard, ON

P0J 1P0

June 20th, 2019

City of Temiskaming Shores  
325 Farr Drive  
P.O. Box 2050  
Haileybury, ON

**Dear Mr. David B Treen,**

Please accept the attached proposal created by Miller Realty Group Inc., Brokerage to market, list and sell Bucke Park Campgrounds Commercial Property. These following plans and agreements feature:

- A MLS Listing Agreement with the following terms (3.8% commission plus HST which includes a cooperating brokers fee, and a term of 6 months from start date )
- A full brochure containing an extensive marketing plan created for Bucke Park Campgrounds that highlights our experience and the exposure options mainly being the online and mobile marketplace. For a quick summary go to your Project Brief –page 3

If we are selected to represent the City of Temiskaming Shores:

- We will provide an opinion of value and work together to come up with the right asking price
- Handle the negotiations of offers to purchase skillfully and ethically
- We will follow through with next steps until completion once an offer becomes firm

Thank you in advance for your consideration and are looking forward to hearing from you. In the meantime, thank you for the opportunity to assist you in a successful sale of this wonderful outdoor campground.

Sincerely,



Linda Miller  
Broker of Record  
Miller Realty Group Inc.

# Listing Agreement – Commercial

## Seller Representation Agreement

### Authority to Offer for Sale

**Form 520**  
for use in the Province of Ontario

This is a Multiple Listing Service® Agreement  OR This Listing is Exclusive   
(Seller's Initials) (Seller's Initials)

**BETWEEN:**  
**BROKERAGE:** MILLER REALTY GROUP INC., BROKERAGE

127 WHITEWOOD AVE. TEMISKAMING SHOR (the "Listing Brokerage") Tel. No. (705) 647-6444


**SELLER:** CITY OF TEMISKAMING SHORES (the "Seller")

In consideration of the Listing Brokerage listing the real property **for sale** known as Parcel 4139 Bucke Township

the Seller hereby gives the Listing Brokerage the **exclusive and irrevocable** right to act as the Seller's agent,


**commencing** at 12:01 a.m. on the ..... day of June, 20 19,

**until** 11:59 p.m. on the ..... day of December, 20 19 (the "Listing Period"),

**Seller acknowledges that the length of the Listing Period is negotiable between the Seller and the Listing Brokerage and, if an MLS® listing, may be subject to minimum requirements of the real estate board, however, in accordance with the Real Estate and Business Brokers Act, 2002, (REBBA), if the Listing Period exceeds six months, the Listing Brokerage must obtain the Seller's initials.** 

to offer the Property **for sale** at a price of: ..... Dollars (\$CDN).....

and upon the terms particularly set out herein, or at such other price and/or terms acceptable to the Seller. It is understood that the price and/or terms set out herein are at the Seller's personal request, after full discussion with the Listing Brokerage's representative regarding potential market value of the Property.

**The Seller hereby represents and warrants that the Seller is not a party to any other listing agreement for the Property or agreement to pay commission to any other real estate brokerage for the sale of the property.** 

**1. DEFINITIONS AND INTERPRETATIONS:** For the purposes of this Agreement ("Authority" or "Agreement"):  
"Seller" includes vendor and a "buyer" includes a purchaser or a prospective purchaser. A purchase shall be deemed to include the entering into of any agreement to exchange, or the obtaining of an option to purchase which is subsequently exercised, or the causing of a First Right of Refusal to be exercised, or an agreement to sell or transfer shares or assets. "Real property" includes real estate as defined in the Real Estate and Business Brokers Act (2002). The "Property" shall be deemed to include any part thereof or interest therein. A "real estate board" includes a real estate association. Commission shall be deemed to include other remuneration. This Agreement shall be read with all changes of gender or number required by the context. For purposes of this Agreement, anyone introduced to or shown the Property shall be deemed to include any spouse, heirs, executors, administrators, successors, assigns, related corporations and affiliated corporations. Related corporations or affiliated corporations shall include any corporation where one half or a majority of the shareholders, directors or officers of the related or affiliated corporation are the same person(s) as the shareholders, directors, or officers of the corporation introduced to or shown the Property.

**2. COMMISSION:** In consideration of the Listing Brokerage listing the Property for sale, the Seller agrees to pay the Listing Brokerage a commission of 3.8% ..... % of the sale price of the Property or .....

for any valid offer to purchase the Property from any source whatsoever obtained during the Listing Period and on the terms and conditions set out in this Agreement **OR** such other terms and conditions as the Seller may accept.

**INITIALS OF LISTING BROKERAGE:**  **INITIALS OF SELLER(S):** 

The Seller authorizes the Listing Brokerage to co-operate with any other registered real estate brokerage (co-operating brokerage), and to offer to pay the co-operating brokerage a commission of 1.9 % of the sale price of the Property or .....

..... out of the commission the Seller pays the Listing Brokerage. The Seller further agrees to pay such commission as calculated above if an agreement to purchase is agreed to or accepted by the Seller or anyone on

the Seller's behalf within 90 days after the expiration of the Listing Period (**Holdover Period**), so long as such agreement is with anyone who was introduced to the Property from any source whatsoever during the Listing Period or shown the Property during the Listing Period. If, however, the offer for the purchase of the Property is pursuant to a new agreement in writing to pay commission to another registered real estate brokerage, the Seller's liability for commission shall be reduced by the amount paid by the Seller under the new agreement.

The Seller further agrees to pay such commission as calculated above even if the transaction contemplated by an agreement to purchase agreed to or accepted by the Seller or anyone on the Seller's behalf is not completed, if such non-completion is owing or attributable to the Seller's default or neglect, said commission to be payable on the date set for completion of the purchase of the Property.

Any deposit in respect of any agreement where the transaction has been completed shall first be applied to reduce the commission payable. Should such amounts paid to the Listing Brokerage from the deposit or by the Seller's solicitor not be sufficient, the Seller shall be liable to pay to the Listing Brokerage on demand, any deficiency in commission and taxes owing on such commission.

In the event the buyer fails to complete the purchase and the deposit or any part thereof becomes forfeited, awarded, directed or released to the Seller, the Seller then authorizes the Listing Brokerage to retain as commission for services rendered, fifty (50%) per cent of the amount of the said deposit forfeited, awarded, directed or released to the Seller (but not to exceed the commission payable had a sale been consummated) and to pay the balance of the deposit to the Seller.

All amounts set out as commission are to be paid plus applicable taxes on such commission.

**3. REPRESENTATION:** The Seller acknowledges that the Listing Brokerage has provided the Seller with written information explaining agency relationships, including information on Seller Representation, Sub-agency, Buyer Representation, Multiple Representation and Customer Service. The Seller understands that unless the Seller is otherwise informed, the co-operating brokerage is representing the interests of the buyer in the transaction. The Seller further acknowledges that the Listing Brokerage may be listing other properties that may be similar to the Seller's Property and the Seller hereby consents to the Listing Brokerage acting as an agent for more than one seller without any claim by the Seller of conflict of interest. Unless otherwise agreed in writing between Seller and Listing Brokerage, any commission payable to any other brokerage shall be paid out of the commission the Seller pays the Listing Brokerage.

The Seller hereby appoints the Listing Brokerage as the Seller's agent for the purpose of giving and receiving notices pursuant to any offer or agreement to purchase the Property.

**MULTIPLE REPRESENTATION:** The Seller hereby acknowledges that the Listing Brokerage may be entering into buyer representation agreements with buyers who may be interested in purchasing the Seller's Property. In the event that the Listing Brokerage has entered into or enters into a buyer representation agreement with a prospective buyer for the Seller's Property, the Listing Brokerage will obtain the Seller's written consent to represent both the Seller and the buyer for the transaction at the earliest practical opportunity and in all cases prior to any offer to purchase being submitted or presented.

The Seller understand and acknowledges that the Listing Brokerage must be impartial when representing both the Seller and the buyer and equally protect the interests of the Seller and buyer. The Seller understands and acknowledges that when representing both the Seller and the buyer, the Listing Brokerage shall have a duty of full disclosure to both the Seller and the buyer, including a requirement to disclose all factual information about the Property known to the Listing Brokerage.

However, the Seller further understands and acknowledges that the Listing Brokerage shall not disclose:

- that the Seller may or will accept less than the listed price, unless otherwise instructed in writing by the Seller;
- that the buyer may or will pay more than the offered price, unless otherwise instructed in writing by the buyer;
- the motivation of or personal information about the Seller or buyer, unless otherwise instructed in writing by the party to which the information applies or unless failure to disclose would constitute fraudulent, unlawful or unethical practice;
- the price the buyer should offer or the price the Seller should accept; and
- the Listing Brokerage shall not disclose to the buyer the terms of any other offer.

However, it is understood that factual market information about comparable properties and information known to the Listing Brokerage concerning potential uses for the Property will be disclosed to both Seller and buyer to assist them to come to their own conclusions.

**Where a Brokerage represents both the Seller and the Buyer (multiple representation), the Brokerage shall not be entitled or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices.**


**MULTIPLE REPRESENTATION AND CUSTOMER SERVICE:** The Seller understands and agrees that the Listing Brokerage also provides representation and customer service to other sellers and buyers. If the Listing Brokerage represents or provides customer service to more than one seller or buyer for the same trade, the Listing Brokerage shall, in writing, at the earliest practicable opportunity and before any offer is made, inform all sellers and buyers of the nature of the Listing Brokerage's relationship to each seller and buyer.

INITIALS OF LISTING BROKERAGE:

○

INITIALS OF SELLER(S):

○

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4. **REFERRAL OF ENQUIRIES:** The Seller agrees that during the Listing Period, the Seller shall advise the Listing Brokerage immediately of all enquiries from any source whatsoever, and all offers to purchase submitted to the Seller shall be immediately submitted to the Listing Brokerage by the Seller before the Seller accepts or rejects the same. If any enquiry during the Listing Period results in the Seller's accepting a valid offer to purchase during the Listing Period or within the Holdover Period after the expiration of the Listing Period described above, the Seller agrees to pay the Listing Brokerage the amount of commission set out above, payable within five (5) days following the Listing Brokerage's written demand therefor.
5. **MARKETING:** The Seller agrees to allow the Listing Brokerage to show and permit prospective buyers to fully inspect the Property during reasonable hours and the Seller gives the Listing Brokerage the sole and exclusive right to place "For Sale" and "Sold" sign(s) upon the Property. The Seller consents to the Listing Brokerage including information in advertising that may identify the Property. The Seller further agrees that the Listing Brokerage shall have sole and exclusive authority to make all advertising decisions relating to the marketing of the Property during the Listing Period. The Seller agrees that the Listing Brokerage will not be held liable in any manner whatsoever for any acts or omissions with respect to advertising by the Listing Brokerage or any other party, other than by the Listing Brokerage's gross negligence or wilful act.
6. **WARRANTY:** The Seller represents and warrants that the Seller has the exclusive authority and power to execute this Authority to offer the Property for sale and that the Seller has informed the Listing Brokerage of any third party interests or claims on the Property such as rights of first refusal, options, easements, mortgages, encumbrances or otherwise concerning the Property, which may affect the sale of the Property.
7. **INDEMNIFICATION AND INSURANCE:** The Seller will not hold the Listing Brokerage and representatives of the Brokerage responsible for any loss or damage to the Property or contents occurring during the term of this Agreement caused by the Listing Brokerage or anyone else by any means, including theft, fire or vandalism, other than by the Listing Brokerage's gross negligence or wilful act. The Seller agrees to indemnify and save harmless the Listing Brokerage and representatives of the Brokerage and any co-operating brokerage from any liability, claim, loss, cost, damage or injury, including but not limited to loss of the commission payable under this Agreement, caused or contributed to by the breach of any warranty or representation made by the Seller in this Agreement or the accompanying data form. The Seller agrees to indemnify and save harmless the Listing Brokerage and representatives of the Brokerage and any co-operating brokerage from any liability, claim, loss, cost, damage or injury as a result of the Property being affected by any contaminants or environmental problems.  
The Seller warrants the Property is insured, including personal liability insurance against any claims or lawsuits resulting from bodily injury or property damage to others caused in any way on or at the Property and the Seller indemnifies the Brokerage and all of its employees, representatives, salespersons and brokers (Listing Brokerage) and any co-operating brokerage and all of its employees, representatives, salespersons and brokers (co-operating brokerage) for and against any claims against the Listing Brokerage or co-operating brokerage made by anyone who attends or visits the Property.
8. **FAMILY LAW ACT:** The Seller hereby warrants that spousal consent is not necessary under the provisions of the Family Law Act, R.S.O. 1990, unless the spouse of the Seller has executed the consent hereinafter provided.
9. **FINDERS FEES:** The Seller acknowledges that the Brokerage may be receiving a finder's fee, reward and/or referral incentive, and the Seller consents to any such benefit being received and retained by the Brokerage in addition to the commission as described above.
10. **VERIFICATION OF INFORMATION:** The Seller authorizes the Listing Brokerage to obtain any information from any regulatory authorities, governments, mortgagees or others affecting the Property and the Seller agrees to execute and deliver such further authorizations in this regard as may be reasonably required. The Seller hereby appoints the Listing Brokerage or the Listing Brokerage's authorized representative as the Seller's attorney to execute such documentation as may be necessary to effect obtaining any information as aforesaid. The Seller hereby authorizes, instructs and directs the above noted regulatory authorities, governments, mortgagees or others to release any and all information to the Listing Brokerage.
11. **USE AND DISTRIBUTION OF INFORMATION:** The Seller consents to the collection, use and disclosure of personal information by the Brokerage for the purpose of listing and marketing the Property including, but not limited to: listing and advertising the Property using any medium including the Internet; disclosing Property information to prospective buyers, brokerages, salespersons and others who may assist in the sale of the Property; such other use of the Seller's personal information as is consistent with listing and marketing of the Property. The Seller consents, if this is an MLS® Listing, to placement of the listing information and sales information by the Brokerage into the database(s) of the MLS® System of the appropriate Board, and to the posting of any documents and other information (including, without limitation, photographs, images, graphics, audio and video recordings, virtual tours, drawings, floor plans, architectural designs, artistic renderings, surveys and listing descriptions) provided by or on behalf of the Seller into the database(s) of the MLS® System of the appropriate Board. The Seller hereby indemnifies and saves harmless the Brokerage and/or any of its employees, servants, brokers or sales representatives from any and all claims, liabilities, suits, actions, losses, costs and legal fees caused by, or arising out of, or resulting from the posting of any documents or other information (including, without limitation, photographs, images, graphics, audio and video recordings, virtual tours, drawings, floor plans, architectural designs, artistic renderings, surveys and listing descriptions) as aforesaid.  
The Seller acknowledges that the database, within the board's MLS® System is the property of the real estate board(s) and can be licensed, resold, or otherwise dealt with by the board(s). The Seller further acknowledges that the real estate board(s) may: during the term of the listing and thereafter, distribute the information in the database, within the board's MLS® System to any persons authorized to use such service which may include other brokerages, government departments, appraisers, municipal organizations and others; market the Property, at its option, in any medium, including electronic media; during the term of the listing and thereafter, compile, retain and publish any statistics including historical data within the board's MLS® System and retain, reproduce and display photographs, images, graphics, audio and video recordings, virtual tours, drawings, floor plans, architectural designs, artistic renderings, surveys and listing descriptions which may be used by board members to conduct comparative analyses; and make such other use of the information as the Brokerage and/or real estate board(s) deem appropriate, in connection with the listing, marketing and

INITIALS OF LISTING BROKERAGE: 

INITIALS OF SELLER(S): 

selling of real estate during the term of the listing and thereafter. The Seller acknowledges that the information, personal or otherwise ("information"), provided to the real estate board or association may be stored on databases located outside of Canada, in which case the information would be subject to the laws of the jurisdiction in which the information is located.

In the event that this Agreement expires or is cancelled or otherwise terminated and the Property is not sold, the Seller, by initialling:

consent to allow other real estate board members to contact the Seller after expiration or other termination of this Agreement to discuss listing or otherwise marketing the Property.

(Does)

(Does Not)

- 12. SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms of this Agreement.
- 13. CONFLICT OR DISCREPANCY:** If there is any conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement, including any Schedule attached hereto, shall constitute the entire Authority from the Seller to the Brokerage. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein.
- 14. ELECTRONIC COMMUNICATION:** This Agreement and any agreements, notices or other communications contemplated thereby may be transmitted by means of electronic systems, in which case signatures shall be deemed to be original. The transmission of this Agreement by the Seller by electronic means shall be deemed to confirm the Seller has retained a true copy of the Agreement.
- 15. ELECTRONIC SIGNATURES:** If this Agreement has been signed with an electronic signature the parties hereto consent and agree to the use of such electronic signature with respect to this Agreement pursuant to the *Electronic Commerce Act, 2000, S.O. 2000, c17* as amended from time to time.
- 16. SCHEDULE(S)** ..... and data form attached hereto form(s) part of this Agreement.

**THE LISTING BROKERAGE AGREES TO MARKET THE PROPERTY ON BEHALF OF THE SELLER AND REPRESENT THE SELLER IN AN ENDEAVOUR TO OBTAIN A VALID OFFER TO PURCHASE THE PROPERTY ON THE TERMS SET OUT IN THIS AGREEMENT OR ON SUCH OTHER TERMS SATISFACTORY TO THE SELLER.**

..... Linda Miller  
(Authorized to bind the Listing Brokerage) (Date) (Name of Person Signing)

**THIS AGREEMENT HAS BEEN READ AND FULLY UNDERSTOOD BY ME, I ACCEPT THE TERMS OF THIS AGREEMENT AND I ACKNOWLEDGE ON THIS DATE I HAVE SIGNED UNDER SEAL.** Any representations contained herein or as shown on the accompanying data form respecting the Property are true to the best of my knowledge, information and belief.

SIGNED, SEALED AND DELIVERED I have hereunto set my hand and seal:

CITY OF TEMISKAMING SHORES  
(Name of Seller)

..... (Seal) (Date) (Tel. No.)  
(Signature of Seller/Authorized Signing Officer)

..... (Seal) (Date) (Tel. No.)  
(Signature of Seller/Authorized Signing Officer)

**SPOUSAL CONSENT:** The undersigned spouse of the Seller hereby consents to the listing of the Property herein pursuant to the provisions of the Family Law Act, R.S.O. 1990 and hereby agrees to execute all necessary or incidental documents to further any transaction provided for herein.

..... (Seal) (Date) (Tel. No.)  
(Spouse)

**DECLARATION OF INSURANCE**

The Salesperson/Broker/Broker of Record LINDA MADELEINE MILLER/D302  
(Name of Salesperson/Broker/Broker of Record)

hereby declares that he/she is insured as required by REBBA.


.....  
(Signature(s) of Salesperson/Broker/Broker of Record)

**ACKNOWLEDGEMENT**

**The Seller(s) hereby acknowledge that the Seller(s) fully understand the terms of this Agreement and have received a copy of this Agreement on the ..... day of ....., 20 .....**

..... (Date)  
(Signature of Seller)

..... (Date)  
(Signature of Seller)

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## Temiskaming Shores

### Non-Collusion Affidavit


I/We LINDA MILLER the undersigned am fully informed respecting the preparation and contents of the attached quotation and of all pertinent circumstances respecting such bid.

Such bid is genuine and is not a collusive or sham bid.

Neither the bidder nor any of its officers, partners, owners, agents, representatives, employees or parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with any other Bidder, firm or person to submit a collective or sham bid in connection with the work for which the attached bid has been submitted nor has it in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other Bidder, or to fix any overhead, profit or cost element of the bid price or the price of any bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Temiskaming Shores or any person interested in the proposed bid.

The price or prices quoted in the attached bid are fair and proper and not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

The bid, quotation or proposal of any person, company, corporation or organization that does attempt to influence the outcome of any City purchasing or disposal process will be disqualified, and the person, company, corporation or organization may be subject to exclusion or suspension.

Name of Brokerage: MILLER REALTY GROUP INC.  
Address: 127 WHITEWOOD AVE.  
Contact Person: LINDA MILLER.  
Phone No.: 7056476444 Email: lindamiller@peosma.ca  
Signature: 

**Form of Quotation**

This Addendum replace the original Form of Quotation and Real Estate Brokerages are to complete the following:

Please complete the information below and submit as part of your quotation:

Name of Brokerage: MILLER REALTY GROUP INC.

Address: 127 WHITEWOOD AVE NEW LISSEX RD 018

Contact Person: LINDA MILLER

Phone No.: 7056776444 Email: lindamiller@psma.ca

Signature: 

Commission percentage of: 3.8 %

**to be submitted**



Miller Realty Group Inc., Brokerage  
127 Whitewood Avenue (W)  
New Liskeard, ON  
P0J 1P0

Phone: (705) 647-6444  
Email: [Lindamiller@persona.ca](mailto:Lindamiller@persona.ca)  
Website: [www.mrgi.ca](http://www.mrgi.ca)

# SELLER'S MARKETING PLAN

**Miller Realty Group Inc., Brokerage**

**PROJECT NAME**

Bucke Park Campground  
Commerical Listing  
June 2019

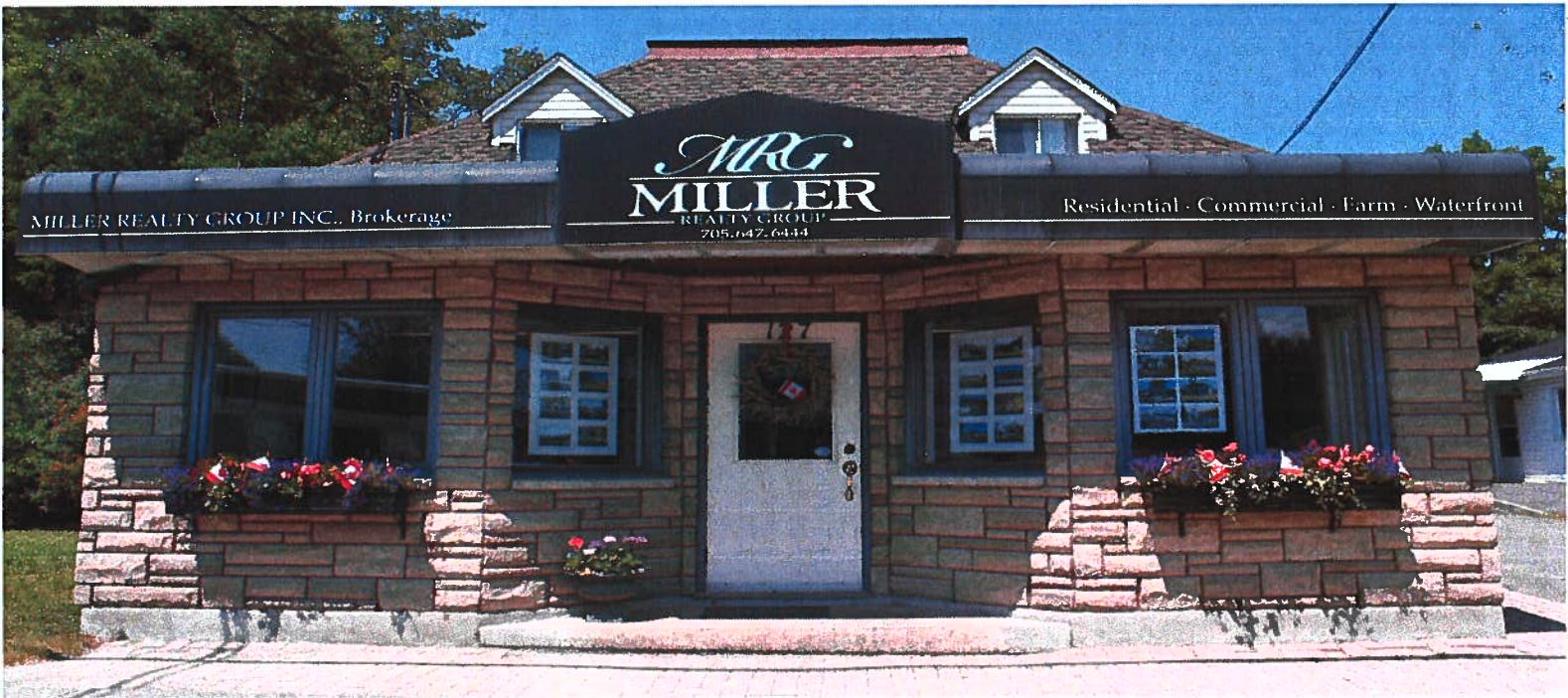
**PERSONAL INCHARGE**

Linda Miller  
Real Estate Agent  
Miller Realty Group Inc.,  
Brokerage

**CONTACT**

Linda Miller  
[Lindamiller@persona.ca](mailto:Lindamiller@persona.ca)  
(705) 647-6444





## ABOUT OUR COMPANY

Miller Realty Group Inc., Brokerage, is an independent Real Estate company located in North-Eastern Ontario, which was developed by Linda Miller and her daughter Jada in 2006. Linda, originally from Kapuskasing, Ontario, moved to the area in 1977 with her husband John and young family, and opened a jean store in the, newly built, Temiskaming Square Mall. Her love for the north and entrepreneurial spirit allowed her to raise her family and pursue her passion for business. In 1993, Linda began selling real estate soon joined by her daughter Jada in 2005. Together they fostered the idea to develop their own brand, combining their strengths in business, and strong



### EXPERIENCED

13 years running their own agency and 26 years of real estate experience.



### CONFIDENTIALTY

We value the importance of building and developing trust with our clients.



### PROFESSIONAL EXCELLENCE

Our agents enforce and follow strong ethical procedures in a professional manner

## BRAND INFORMATION

Miller Realty Group is focused on principles of professional excellence, high ethical standards, hard work and most importantly, confidentiality. Due to the nature of conducting business in a small community, we understand the importance of communication while maintaining privacy for our clients. Our small business of two quickly grew to 4 agents strong, having recently hired a digital marketing co-op student to help continue to develop their strong branch and reach over the Internet.



All of the agents and employees within our business were raised within the North which provides them outstanding knowledge and reach within Temiskaming Shores and surrounding areas. By doing so we have developed a strong presence within our communities and created a strong brand name and image that attract both potential buyers and sellers. Miller Realty group is showing continuous growth due to our success, brand excellence and reach globally, nationally, and especially within Temiskaming Shores and surrounding communities.

## BRAND SITUATION ANALYSIS

### CURRENT SITUATION

Miller Realty Group already has the main building blocks implemented in order to develop success for our buyer and sellers. We have already created a presence in 2 of the major social media platforms; that are applicable for our target market and industry. Our dominant presence on these platforms created a strong loyal following base on their social media platforms that helps them reach our intended audiences. Our website and years of experience in real estate in the northern Ontario provides us with the ability to achieve a presence on the Internet through search engines that helps generate sales and leads for our clients listings.

### COMPETITION ANALYSIS

Despite Miller Realty Group Inc., Brokerage being classified as a younger Real Estate Agency on our own for 14 years. We have proven to be a dominate competitor within our communities. With some of the agents have over 25 years of real estate experience and others with diverse range of experience in business related fields that help generate sales and success for our business.

Miller Realty Group's strong reach to area's outside of Temiskaming Shores and the surrounding communities also provide us with a competitive edge. Our use of MLS (Multiple Listing Service) means that our listings are updated to a database called Realtor.ca , the most globally recognized website to search for real estate. Our membership with CREA (Canadian Real Estate Association) allows us to use this service . We also have the ability to post our listings in other boards/areas in Ontario (Toronto Real Estate Board) so we are able to reach more Realtors , if required social media and our current website demonstrates our ability to reach new markets, appeal to wide range of buyers and sellers and a wide range of different target markets. Miller Realty Groups continuous growth and dominate use of technology shows that their business has no barriers and by doing so are able to reach people from all over

## PROJECT BRIEF: WHAT WE WILL DO

Our agency will be advertising listings across several channels, on websites, and social media. Bucke Park Campground's commercial listing will be placed on MLS (multiple listing services) also known as Realtor.ca which is Canada's largest real estate listing website. This will provide our sellers the opportunity to reach a wider audience and provide a further reach on the digital landscape. All listing will also be posted across on our website and across both social media accounts with the ability to implement an email marketing campaign and Google Ads.



### STEP 1 Awareness

Marketing Plan  
Discuss marketing objectives, target market, demographic and audience. Determine key features of the listing and area's we need to capitlize on.



### STEP 2 Penetration

Advertising Plan  
Take photo's of the property with DSLR camera, posting on social media. The ability to create posts and marketing ad's that are create digital, informative , attractive flyers.



### STEP 3 Selling

Networking Plan  
List commercial property on our website, on MLS Canada's largest real estate website and across our social media and set up showings and open houses



## GOALS & OBJECTIVES



We want to provide Bucke Park Campground with the ability to reach a large variety of buyers. With our use of technology to capture high quality photos and videos and gather exceptional content we will be able to construct a strong marketing plan that will help them sell their business with little stress for the best price. Listing their commercial property across several websites and social media channels will provide them with the ability to reach a larger audience.

### GOALS:

- Well being able to provide maximum impact and reach for our seller for the best rate.
- Find a buyer that will maintain and meet the expectations of the sellers needs.
- Create awareness on the listing in Temiskaming Shores and Surrounding Areas.

### OBJECTIVES:

- Services to attract and reach selected target market.
- Provide exceptional customer service both buyer and the seller.
- Gain a strong presence across various social media platforms.

## OUR MARKETING SERVICES

Bucke Park Campground is located steps away from one of Temiskaming Shores largest attractions Devils Rock following a beautiful 45 minute hiking trail. Bucke Park has approximately 37 seasonal campsites, 4 transients sites and a handful of tent sites. They offer the ability for campers to participate in off shore fishing, go for a swim on their sandy beach or play in their park. Here is how our company will take the proper steps in creating a marketing plan for Bucke Park Campground.



### Networking

Provide listings on websites such as MLS; Realtor.ca, Miller Realty Group and Kiji. Also throughout social media platforms.

1

### Service

We work as a team at our agency and with recent hire of a digital marketing manager we can provide our clients with more support.

2

### Marketing

Taking high quality photos and newly added video tours to property websites, social media and ads in the local newspaper.

3

### Advertising

Advertises our listings across several platforms with beautifully designed ads on social media.

4

### POSITIONING

Strong and competitive advantage within their community with ties to local charity's and organizations.

### TARGET MARKET

Several marketing practices and channels available in order to market to intended audiences.

### STRATEGY

Implementing a well designed strategy for each client. Our ability to reach new markets and in an appealing way.



## OUR MARKETING TEAM

At Miller Realty Group Inc., Brokerage we value every one of our clients. Focusing our efforts on providing open and transparent communication with our buyers and sellers well ensuring high levels of confidentiality. Our real estate agents, and marketing team will work together to create a marketing plan for your business that will provide you with the ability to have a clear understanding of the steps and processes we are taking to provide the best exposure for your listings.

Between our strong marketing services, exceptional advertising skills and our growing network we will be able to provide Bucke Park Campground with the exposure it needs. From listings across several well known websites in Canada, advertising across our social media platforms and the potential possibility of implementing an email marketing campaign, Google advertising that we can use help sell this efficiently and effectively. We want to make this commercial property sale process as easy as possible for our client with our experienced real estate agents and marketing manager there every step of the way.



**Linda Miller**  
Real Estate Agent/Sales

**EXPERIENCES**  
25 years Real Estate,  
Business Owner,  
Management,

**EXPERTISE**  
Real Estate (99%)

Sales (95%)

Management (90%)



**Jada Miller**  
Marketing/Real Estate Agent

**EXPERIENCES**  
14-years Real Estate, Business  
Owner, Management

**EXPERTISE**  
Real Estate (99%)

Marketing (90%)

Sales (95%)



**Morgan Johanson**  
Digital Marketing Manager

**CERTIFICATIONS**  
Google Ads, Google Analytics,  
Social Media, Digital  
Marketing

**EXPERTISE**  
Marketing (90%)

Social Media (95%)

Digital Marketing (99%)

## PREVIOUS COMMERCIAL CLIENTS

Here at Miller Realty Group we have had previous experience selling commercial listings. From waterfront camps and cottages to motels, we demonstrated success is selling these unique properties in our areas. A few of the listings stated below:

**Sunnydale  
Cottages**

**Edgewater  
Motel**

**Malden Bay  
Camp**





Miller Realty Group Inc.,  
Brokerage  
127 Whitewood Avenue (W)  
New Liskeard, ON  
P0J 1P0

Phone: (705) 647-6444  
Email: [Lindamiller@persona.ca](mailto:Lindamiller@persona.ca)  
Website: [www.mrgi.ca](http://www.mrgi.ca)

---

Miller Realty Group Inc., Brokerage serving the North-Eastern Ontario for over 14 years.  
We continue to practice strong ethical standards of business while valuing our customers  
confidentiality in order to allow our clients to communicate in an open and safe manner. Our  
new and improved social media marketing plans provide opportunities for both our buyers  
and sellers! Thanks for reading. @copyright @All Rights Reserved.

The Corporation of the City of Temiskaming Shores

By-law No. 2019-000

Being a by-law to enter into an agreement with Miller Realty Group Inc. Brokerage as Realtor for the disposition of Bucke Park Campground

**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 responds to municipal issues;

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

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

**And whereas** Council considered Administrative Report No. CS-029-2019 at the July 9, 2019 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an agreement with Miller Realty Group Inc., Brokerage as Realtor for the disposition of the Bucke Park Campground for consideration at the July 9, 2019 Regular Council meeting;

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

1. That Council authorizes the entering into an agreement with Miller Realty Group Inc., Brokerage as Realtor for the disposition of Bucke Park Campground; a copy of which is attached hereto as Schedule "A" and forming part of this by-law;
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

**Read a first, second and third time and finally passed** this 9<sup>th</sup> day of July, 2019.

---

Mayor – Carman Kidd

---

Clerk – David B. Treen





Schedule “A” to

**By-law 2019-000**

Agreement between

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

and

**Miller Realty Group Inc.**

As Realtor for the disposition of Bucke Park Campground

**This agreement** made in duplicate this 9<sup>th</sup> day of July, 2019.

Between:

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

(hereinafter called "the Owner")

and

**Miller Realty Group Inc.**

(hereinafter called "the Realtor")

Witnesseth:

That the Owner and the Realtor shall undertake and agree as follows:

**Article I:**

The Realtor will:

- a) Provide all material and perform all work described in the Contract Documents entitled:

**Corporation of the City of Temiskaming Shores  
CS-RFQ-002-2019 – Realtor Bucke Park**

- b) Do and fulfill everything indicated by this Agreement and in the Contract Documents attached hereto as Appendix 01 and forming part of this agreement.

**Article II:**

The Owner will:

- a) Pay the Realtor in lawful money of Canada for the material and services aforesaid **at a commission rate of 3.8%.**
- b) Make payment on account thereof upon delivery and completion of the said work and receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such invoice.

**Article IV:**

All communications in writing between the parties, or between them and the Engineer shall be deemed to have been received by the addressee if delivered to the individual or to a member of the firm or to an officer of the Owner for whom they are intended or if sent by hand, Canada Post, courier, facsimile or by another electronic communication where, during or after the transmission of the communication, no indication or notice of a failure or suspension of transmission has been communicated to the sender. For deliveries by courier or by hand, delivery shall be deemed to have been received on the date of delivery; by Canada Post, 5 days after the date on which it was mailed. A communication sent by facsimile or by electronic communication with no indication of

failure or suspension of delivery, shall be deemed to have been received at the opening of business on the next day, unless the next day is not a working day for the recipient, in which case it shall be deemed to have been received on the next working day of the recipient at the opening of business.

The Realtor:

**Miller Realty Group Inc.**  
127 Whitewood Avenue  
New Liskeard, Ontario  
P0J 1P0

The Owner:

**City of Temiskaming Shores**  
P.O. Box 2050 / 325 Farr Drive  
Haileybury, Ontario  
P0J 1K0

**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 )

**Miller Realty Group Inc.**

\_\_\_\_\_  
Broker of Record – Linda Miller

\_\_\_\_\_  
Witness – Jada Miller

Municipal Seal )

**Corporation of the City of  
Temiskaming Shores**

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Clerk – David B. Treen



Appendix 01 to  
Schedule "A" to

**By-law No. 2019-000**

Form of Agreement



**Subject:** Release of RFP - Skate Sharpening  
Booth – Don Shepherdson Arena

**Agenda Date:** July 9, 2019  
**Report No.:** CS-030-2019

## **Attachments**

**Appendix 01:** Draft CS-RFP-002-2019

## **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-030-2019; and
2. That Council directs staff to release Request for Proposal CS-RFP-002-2019 for the operation of the Skate Sharpening Booth at the Don Shepherdson Memorial Arena.

## **Background**

On August 31<sup>st</sup>, 2019 the current lease agreement for the use of space in the Don Shepherdson Memorial Arena for the operation of a skate sharpening booth expires.

## **Analysis**

On August 14<sup>th</sup>, 2018, Council entered into a lease agreement for the use of the Skate Sharpening Booth. The agreement did not include a renewal clause.

On June 24<sup>th</sup>, 2019, the Corporate Services Committee met and directed staff to release a Request for Proposal for the use of the Skate Sharpening Booth space.

Staff is recommending a Request for Proposal CS-002-2019 be released with a submission deadline of July 25<sup>th</sup>, 2019. Once submissions are received, a committee will evaluate the proposals and select a proponent.

Based on the evaluations, the recommended proposal will be presented to Council for their consideration and approval at the August 13<sup>th</sup>, 2019 Regular Council meeting.

The start date for the new lease agreement will be September 1<sup>st</sup>, 2019.

## **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

## **Alternatives**

No alternatives were considered in the preparation of this report.

## **Submission**

Prepared by:

Reviewed and submitted for  
Council's consideration by:

"Original signed by"

"Original signed by"

---

Shelly Zubycck  
Director of Corporate Services

---

Christopher W. Oslund  
City Manager



*Discover a whole new Ontario • Découvrez un tout nouvel Ontario*

City of Temiskaming Shores

Request for Proposal  
CS-RFP-002-2019

Skate Sharpening Booth – Don Shepherdson Memorial Arena

City of Temiskaming Shores  
P.O. Box 2050  
325 Farr Drive  
Haileybury, Ontario  
P0J 1K0



## Objective

The overall objective of the Request for Proposal is to secure a lessee/contractor to operate the Skate Sharpening Booth located at the Don Shepherdson Memorial Arena. It is the intent of the City of Temiskaming Shores to enter into a three-year agreement with a lessee/contractor for the rental of the space.

## Background

The City of Temiskaming Shores leases space in the Don Shepherdson Memorial Area for the purposes of operating a Skate Sharpening Booth.

## Definitions

The Corporation of the City of Temiskaming Shores shall hereinafter be referred to as the City.

## Submissions

To receive consideration, proposal must be submitted on the forms supplied, written in ink, and delivered to the City of Temiskaming Shores no later than **2:00 pm local time on Thursday, July 25<sup>th</sup> 2019** and addressed as follows:

### City of Temiskaming Shores

P.O Box 2050  
325 Farr Drive  
Haileybury, Ontario  
P0J 1K0

Attention: **David Treen, Municipal Clerk “CS-RFP-002-2019 Skate Sharpening Booth – Don Shepherdson Memorial Arena”**

- Late Proposals will not be accepted;
- Proposals by fax or email will not be accepted;
- Partial Proposals are not accepted;
- The City reserves the right to accept or reject any or all Proposals, to waive informalities, irregularities or other deficiencies in any Proposal and to accept a Proposal which does not conform strictly to the requirements of the Proposal documents;
- The City reserves the right to accept any Proposal it considers advantageous;



- The City recognizes that “best value” is the essential part of purchasing a product and/or service and therefore the City may prefer a Proposal with a higher price, if it offers greater value and better serves the City’s interests, as determined by the City, over a Proposal with a lower price. The lowest priced proposal will not necessarily be accepted and the City’s decision shall be final.
- The City reserves the right to enter into negotiations with a Contractor and any changes to the Proposal that are acceptable to both parties will be binding.
- The City reserves the right, at its sole discretion, to disqualify any Proponent for past work history or reputation.
- The Proposals shall be valid for 30 (thirty) days from submission date.

### **Questions**

Any questions with respect to the Request for Proposal are to be directed to:

**Shelly Zubyck**

Director of Corporate Services

City of Temiskaming Shores

325 Farr Drive

Temiskaming Shores, ON P0J 1K0

Phone: (705) 672-3363 ext. 4107

Fax: (705) 672-3200

[szubyck@temiskamingshores.ca](mailto:szubyck@temiskamingshores.ca)



**Period of Contract**

The period of lease/contract will be for three (3) years from September 1<sup>st</sup>, 2019 to August 31<sup>st</sup>, 2022.

**Commitment to Negotiate**

The successful respondent shall execute any documentation, drafted in accordance with the terms of the successful respondent’s proposal and any subsequent negotiations, within thirty (30) days of the date of notification of the successful respondent’s selection.

Respondents not initially selected as the successful respondent hereby commit themselves, subject to notification by the City to execute documentation as aforesaid up to sixty (60) days following the date of submission of their proposals.

**Form of Proposal**

The Proposal shall include:

- All pages of this Request for Proposals, without alteration;
- All addenda that have been issued;
- All Proposal Requirements of this Request for Proposals.

The Proposal shall be typed or written in ink. It shall contain original signatures where required. The Proposal shall be made upon the Form of Proposal provided. The prices quoted shall be valid for a period of sixty (60) days from the closing time. Faxed or emailed Proposals will not be accepted.

**Proposal Inclusions**

**Insurance**

The lessee/contractor must agree to maintain a minimum of \$2,000,000.00 of liability insurance. A copy of the Certificates of Insurance must be provided with the proposal.

<b>Acknowledge</b>	<b>YES</b>	<b>NO</b>	
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**Workers Compensation Board Certification**

The successful bidder must be certified and in good standing with the Workers Compensation Board. Proof of certification must be supplied with the bid. A bidder that is not certified must provide written confirmation that the Contractor and their employees are not subject to Workplace Safety Insurance.



<b>Acknowledge</b>	<b>YES</b>	<b>NO</b>	
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**Provisions and Specifications of Services**

The lessee/contractor will ensure all operations are in accordance with occupational health and safety guidelines. The rental or purchase of skate sharpening equipment and any inventory for the shop will be at the lessee’s expense.

<b>Acknowledge</b>	<b>YES</b>	<b>NO</b>	
--------------------	------------	-----------	--

**PROPOSED NORMAL HOURS OF OPERATION – SKATE SHARPENING SERVICES**

<b>DAYS</b>	<b>PROPOSED TIMES</b>
Monday to Friday	
Saturday	
Sunday	

**Nature of Request for Proposal**

This RFP does not constitute an offer of any nature of kind whatsoever by the City to the respondent.

**Preparation of Proposals**

All costs and expenses incurred by the respondent relating to the preparation of its proposal will be borne by the respondent. The City is not liable to pay for such costs and expenses, or to reimburse or to compensate the respondent in any manner whatsoever for such costs and expenses under any circumstances, including the rejection of any or all proposals or the cancellation of this RFP.

**Amendments**

The City may modify, amend or revise any provision of this RFP or issue any addenda at any time. Any modification, amendment, revision or addenda will be in writing and will be provided to all respondents. The City reserves the right to vary the scope of work prior to the award of the contract. The City reserves the right to withdraw this Request for Proposal without notice.



City of Temiskaming Shores  
Arena

Skate Sharpening Booth – Don Shepherdson Memorial

CS-RFP-002-2019

**City of Temiskaming Shores  
CS-RFP-002-2019**

Lessees/Contractor's submission of proposal to The Corporation of the City of Temiskaming Shores

Registered Company Name/Individuals Name:

\_\_\_\_\_

Registered Address and Postal Code:

\_\_\_\_\_

Phone Number (\_\_\_\_) - \_\_\_\_\_

Email Address: \_\_\_\_\_

We/I hereby offer to enter into an agreement to lease space in the Don Shepherdson Memorial Arena to provide Skate Sharpening Services at a rental rate of:

Rental rate per year                    \$ \_\_\_\_\_

HST    \$ \_\_\_\_\_

Total price                                \$ \_\_\_\_\_

Person with Signing Authority (print): \_\_\_\_\_

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





### Proposal Evaluation Criteria

An evaluation team consisting of key municipal staff will conduct the evaluation of proposals as well in person interviews and presentations.

The City of Temiskaming Shores reserves the right in its evaluation of the proposal to consider all pertinent criteria whether or not such criteria are contained in the Request for Proposals.

CITY PROPOSAL EVALUATION CRITERIA			MAXIMUM TOTAL POINTS
	WEIGHT	POINTS	
<b>Ability to Meet Specifications</b>			
Ability to provide Liability Insurance	5	10	_____ (50)
Ability to provide WSIB Coverage	5	10	_____ (50)
Proposed hours of operation	25	10	_____ (250)
Relevant or related experience <b>60%</b>	25	10	_____ (250)
<b>Estimated Fees and Disbursements</b> Cost estimates are evaluated for completeness and lowest is scored 10 points, next 8 points, etc. If more than 5 proposals, then only 5 lowest Bids are to receive points, and the remaining higher Bids will be given 0.25 points. Prices within a small differential will be scored as equal. <b>40%</b>	40	10	_____ (400)



**City of Temiskaming Shores**  
**CS-RFP-002-2019**  
Skate Sharpening Booth – Don Shepherdson Memorial Arena

**NON-COLLUSION AFFIDAVIT**

I/ We \_\_\_\_\_ the undersigned am fully informed respecting the preparation and contents of the attached quotation and of all pertinent circumstances respecting such bid.

Such bid is genuine and is not a collusive or sham bid.

Neither the bidder nor any of its officers, partners, owners, agents, representatives, employees or parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with any other Bidder, firm or person to submit a collective or sham bid in connection with the work for which the attached bid has been submitted nor has it in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other Bidder, or to fix any overhead, profit or cost element of the bid price or the price of any bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Temiskaming Shores or any person interested in the proposed bid.

The price or prices quoted in the attached bid are fair and proper and not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

The bid, quotation or proposal of any person, company, corporation or organization that does attempt to influence the outcome of any City purchasing or disposal process will be disqualified, and the person, company, corporation or organization may be subject to exclusion or suspension.

Person with Signing Authority (print): \_\_\_\_\_

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



**City of Temiskaming Shores**  
**CS-RFP-002-2019**  
Skate Sharpening Booth – Don Shepherdson Memorial Arena

**Conflict of Interest Declaration**

Please check appropriate response:

- I/we hereby confirm that there is not nor was there any actual or perceived conflict of interest in our quotation submission or performing/providing the Goods/Services required by the Agreement.
- The following is a list of situations, each of which may be a conflict of interest, or appears as potentially a conflict of interest in our Company's quotation submission or the contractual obligations under the Agreement.

List Situations:

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In making this quotation submission, our Company has / has no (*strike out inapplicable portion*) knowledge of or the ability to avail ourselves of confidential information of the City (other than confidential information which may have been disclosed by the City in the normal course of the quotation process) and the confidential information was relevant to the Work/Services, their pricing or quotation evaluation process.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2019

Person with Signing Authority (print): \_\_\_\_\_

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

#

**Subject:** Dym Water Infrastructure – Applications for funding assistance (NOHFC & Fed Nor)      **Report No.:** CS-031-2019  
**Agenda Date:** July 9, 2019

### **Attachments**

**Appendix 01:** Dymond Water Fed Nor Phase 1 Funding Application

### **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-031-2019;
2. That Council supports the submission of a funding application to NOHFC in the amount of \$937,500 to complete the Dymond Water Upgrades Infrastructure Project;
3. That Council supports the submission of a funding application to Fed Nor in the amount of \$750,000 to complete the project;
4. That City will allocate \$187,500 towards this project through the 2020 budget process; and
5. That City is responsible for any expenditures related to cost overruns incurred by the project.

### **Background:**

In 2016 the City connected the New Liskeard water system to the Dymond water system to provide better water to the residents and businesses located in that area of the community. The project was supported by both the Northern Ontario Heritage Fund Corporation (NOHFC) and Fed Nor.

The project enabled Canadian Tire to expand their store footprint by more than 50% and create new jobs in the community.

### **Analysis:**

The City has received requests for new business growth along Grant Drive and Highway 65 East. These businesses require significant amounts of water to provide sufficient flow for sprinkler systems and other water needs. At present the current water system within Dymond does not have sufficient capacity to provide this new level of service.

Public Works staff have advised that in order for the City to be prepared to supply the needs to these businesses and Seniors developments, new infrastructure is required.

#

The 2016 project brought the water system to the Dymond reservoir, but did not touch the distribution system in that area.

The proposed project would see upgrades to the Dymond water system including a feeder main to feed the system, and also the installation of several pressure reducing valves to assist Public Works to better control the flow of water to various portions of the system. This will allow for a more consistent flow of water throughout the Dymond distribution system.

**Alternatives**

No alternatives were considered.

**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 total cost of this project is estimated at \$1,875,000. NOHFC has been asked to support \$937,500 of the total costs. Fed Nor has been requested to cover \$750,000. The City’s portion of the project costs will be 10% of the project costs or \$187,500.

The City would have to cover any overruns past that point. These infrastructure upgrades significantly outweigh the financial risk that the City may pick up.

Staffing implications related to this matter are limited to normal administrative functions and duties as the work would be completed by qualified contractors.

**Submission**

Prepared by:

Reviewed and submitted for  
 Council’s consideration by:

“Original signed by”

“Original signed by”

\_\_\_\_\_  
 James Franks  
 Economic Development Officer

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



## FEDNOR APPLICATION FOR FINANCIAL ASSISTANCE

PROTECTED WHEN COMPLETED

**CONFIDENTIALITY:** The Applicant understands that the information provided may be accessible under the *Access to Information Act*. No commercially confidential information which you submit to us will be disclosed unless otherwise authorized by you; required to be released by law; or required by the Minister of Industry to be released to an international or internal trade panel for the purposes of the conduct of a dispute in which Canada is a party or a third party intervener. Information on the federal government's *Access to Information Act* is available on the following Web site: <http://laws-lois.justice.gc.ca/eng/acts/A-1/FullText.html>.

Any information that you wish to be considered as confidential should be annotated accordingly.

### APPLICANT AND CONTACT INFORMATION

1. Legal name of Applicant: Corporation of the City of Temiskaming Shores		Operating name of Applicant, if different: City of Temiskaming Shores	
2. Provide description of your organization or business and its mandate: The municipality has a staff of approximately 70 full time employees that is supplemented by another 20 - 25 student positions during summer months. The municipal office is located on the Haileybury waterfront at 325 Farr Drive and serves as catalyst for the development of the community.  Our community is the service hub for the surrounding region and continues to attract service industry jobs. The municipality has been able to sustain its population while many communities in Northern Ontario have seen decreases in population.			
3. Location (Street, Unit Number, etc.): 325 Farr Drive			
Country: Canada	Province: Ontario	City: Haileybury	Postal code: P0J 1K0
Business telephone number: ( 705 ) 672 3363	Fax telephone number: ( 705 ) 672 3200	E-mail: jfranks@temiskamingshores.ca	Website: temiskamingshores.ca
4. Last name of person who will be the authorized contact: Franks		First name: James	
Title: Economic Development Officer			
Business telephone number: ( 705 ) 672 3363	Extension: 4137	Mobile telephone number: ( 705 ) 647 2148	Fax telephone number: ( 705 ) 672 3200
E-mail: jfranks@temiskamingshores.ca		Is this person an authorized signing officer of the Applicant? <input type="radio"/> Yes <input checked="" type="radio"/> No	
5. Last name of person who will be an alternate contact: MacLeod		First name: Laura Lee	
Title: Treasurer			
Business telephone number: ( 705 ) 672 3363	Extension: 4121	Mobile telephone number: ( )	Fax telephone number: ( 705 ) 672 3200
E-mail: lmacleod@temiskamingshores.ca		Is this person an authorized signing officer of the Applicant? <input checked="" type="radio"/> Yes <input type="radio"/> No	
6. Mailing address, if different from above (Street, Unit Number, etc.):		<input checked="" type="checkbox"/> Same As	
Date of incorporation or registration (YYYY-MM-DD): 2004-01-01		Applicant business number (9-digit business identifier provided by Canada Revenue Agency): 8 6 6 3 4 3 5 0 2	



7. Type of legal entity: <input checked="" type="radio"/> Municipality <input type="radio"/> First Nation <input type="radio"/> Not-for-profit corporation <input type="radio"/> For-profit (business) corporation <input type="radio"/> Other (specify):			
8. Official language preferred for correspondence:			<input checked="" type="radio"/> English <input type="radio"/> French
<b>PROJECT INFORMATION</b>			
1. Project name: Dymond Commercial Area Water Infrastructure Upgrades Phase 2			
2. Project location (Street, Unit Number, etc.): Grant Drive			
Country: Canada	Province: Ontario	City: Temiskaming Shores	Postal code: P0J 1K0
Estimated start date (YYYY-MM-DD): 2019-05-13		Estimated completion date (YYYY-MM-DD): 2020-12-15	
3. In what official language(s) will your project's services be offered?			<input type="radio"/> English <input type="radio"/> French <input checked="" type="radio"/> Both
4. Please identify the FedNor Program to which you are applying. Northern Ontario Development Program			
5. Provide a description of the project and the key activities to be undertaken. For Youth Internship projects, provide the detailed work plan for the intern and key activities they will undertake; ensure you confirm whether this is a new position and whether union concurrence will be required, as well as required qualifications of the intern and mentor/supervisor. (2500 characters)			
<p>The project consists of upgrading the water infrastructure in the former Dymond Township area of the municipality to enable further expansion of business development in that portion of the City. Phase 1 of this project was completed as project 808673 in 2015 where the water systems of New Liskeard and Dymond were connected to provide better service to businesses and residents in that area of the community.</p> <p>Since that time, Canadian Tire has expanded its commercial footprint by approximately 50% and hired many new staff. In addition, several smaller businesses have opened in that area as well as some social service housing.</p> <p>Currently, the City is working with several developers on new construction projects which will require significant new water capacity to be delivered in that area. Although the new infrastructure installed in 2015 is sufficient to deliver the water from the New Liskeard water system to the Dymond water system, the local infrastructure within the Dymond water system is not sufficient to provide this new demand.</p> <p>Pressure reducing valves will be installed at four locations to better direct the water to where it is required as well as approximately one thousand meters of new larger water pipe to handle the flow of water in the commercial areas along Highway 11 and Grant Drive as well as Drive Inn Theatre Road and Rondeau Road. In addition eleven new hydrant sets will be installed to provide better fire protection service to the proposed new buildings.</p>			
6. Describe the anticipated measurable economic benefits of the project. If this is a Youth Internship project, in addition to describing the benefits of the intern's activities ensure you address specifically the anticipated benefits to the intern in terms of further skills development.			
<p>The project will enable the development of a 128 room private nursing home, a 68 unit not for profit seniors housing development as well as the construction of a new retail development of approximately 4,600 sq/ft. These new facilities will create over 50 new jobs in the community and significant new revenue potential for existing area businesses.</p> <p>The project will be able to measure the three new buildings erected and the number of jobs created as a result of the three facilities being built.</p>			
Number of jobs created:		Number of jobs maintained:	
50		250	
<b>PROJECT COSTS AND FUNDING SOURCES</b>			
<i>Eligible costs include all incremental expenses directly related to the project and deemed reasonable and necessary for its execution.</i>			
	<b>PROJECT COST CATEGORY (e.g., equipment, professional services, etc.)</b>		<b>TOTAL COSTS</b>
	Construction (Soft Costs - Design, Engineering, Project Management)		\$135,000.00

Construction / Capital			\$1,740,000.00
<b>TOTAL</b>			<b>\$1,875,000.00</b>
FUNDING SOURCE	FUNDING SOURCE NAME	AMOUNT	CONFIRMED
FedNor		\$750,000.00	
Applicant cash contribution		\$187,500.00	
<i>Others (specify):</i>			
Provincial		\$937,500.00	<input type="radio"/> Yes <input checked="" type="radio"/> No
<b>TOTAL</b>			<b>\$1,875,000.00</b>
Have you already incurred costs or made legal commitments related to the project?			<input type="radio"/> Yes (if yes, please describe) <input checked="" type="radio"/> No
<b>CERTIFICATION</b>			

On behalf of the Applicant, I hereby acknowledge and/or certify that:

- (a) I have authority to submit this application on behalf of the Applicant and evidence of this authority will be provided upon request.
- (b) I confirm that the Applicant is current on all obligations to the federal government; that the execution of the proposed project will not prevent the Applicant from continuing to meet these obligations and from maintaining the economic benefits anticipated by the other agreements; and that these obligations will not preclude the Applicant from fulfilling its obligations under the proposed project.
- (c) The Applicant is under no obligation or prohibition, nor is it subject to, or threatened by any actions, suits or proceedings, which could or would affect its ability to implement this proposed project.
- (d) The information provided herein is complete, true and accurate and I undertake to provide any further information that may be required for Industry Canada/FedNor to render a decision in a timely manner.
- (e) Project costs incurred by the Applicant in the absence of a signed funding agreement with Industry Canada/FedNor are incurred at the sole risk of the Applicant and, even if the project is approved for funding any such costs may not be considered eligible for Industry Canada/FedNor assistance.
- (f) Information provided to Industry Canada/FedNor will be treated in accordance with the *Access to Information Act* and the *Privacy Act*. These laws govern the use, protection and disclosure of personal, financial and technical information by federal government departments and agencies. Information provided to Industry Canada/FedNor is secured from unauthorized access.
- (g) Any former public office holder or public servant employed by the Applicant is in compliance with the provisions of the *Values and Ethics Code for the Public Sector*, the *Policy on Conflict of Interest and Post-Employment* and the *Conflict of Interest Act*.
- (h) The Applicant recognizes that projects listed in the *Regulations Designating Physical Activities* may require an environmental assessment under *Canadian Environmental Assessment Act 2012*.
- (i) The Applicant agrees to comply with official language obligations, where applicable, depending on the nature of the project and the targeted clientele.
- (j) Funding may be conditional upon Canada satisfying any Indigenous consultation, and where required, accommodation of obligations arising from the implementation of this project.
- (k) This application does not constitute a commitment by Industry Canada/FedNor for financial assistance.

By submitting this application, I certify that Industry Canada/FedNor funding is required in order for the project to proceed, and agree that Industry Canada/FedNor may make the enquiries it deems necessary to evaluate the application.

### Submitting Your Application:

You are about to submit your proposal for funding. Once your application has been received by Industry Canada/FedNor you will receive a confirmation email / letter and a file number for further reference. Please ensure you have correctly noted your contact information on this form.

Signed at: Temiskaming Shores On this date (YYYY-MM-DD): 2019-05-09

Submitted by (Name): David B. Treen

Title: Municipal Clerk



**If submitting in print format or via fax, sign the application before submitting (not required for electronic submission):**

Signature (officer with  
signing authority for  
the Organization):

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**Subject:** Forestry Sector Support

**Report No.:** CS-032-2019  
**Agenda Date:** July 9, 2019

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### **Attachments**

Appendix 1: Examples of It Takes a Forest signage

### **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-032-2019;
2. That Council supports the forestry sector within our region and wishes to show their support through the installation of an “It Takes a Forest” sign;
3. That Council supports participation in a Forestry Day Tour for elected officials to learn more about the sector; and
4. That Council directs staff to work with forestry sector members to create an awareness campaign that can be used within the community and area schools.

### **Background:**

Forestry is acknowledged within the Community Economic Development Strategic Plan as a priority sector for our community. Staff have met on several occasions with representatives from the sector and they have provided a list of items that they feel the City could do that would support their sector and its member businesses.

On May 7, 2019, Rob Keen of Forests Ontario made a presentation to Council about the impact of the forestry industry on Ontario and this region. He advised that several hundred people work in the forestry industry both in and around Temiskaming Shores and that the industry provides significant economic impact to the City.

### **Analysis:**

The requests from the forestry sector representatives are all quite simple and require only small amounts of budget to complete. They do ask however that the City promote the industry to other levels of government and within our own community as a good industry that provides good jobs and is environmentally sustainable.

Forests Ontario promotes a program called “It Takes a Forest” which educates the public about the benefits of the forestry industry and how forests support the environment. The sector representatives have asked that the City put up a highway sign within the region to show that our community supports the sector. Staff will work with Forests Ontario to find a suitable slogan and image that they have created and

have the sign constructed and installed locally. We will then coordinate a photo opportunity with members of Council at the sign location.

Another way that the forestry sector members asked that Council can support the industry is through advocacy. When members of Council are visiting with Ministry representatives from other levels of government, we can promote forestry as a beneficial sector within our region. We are then assisting the sector businesses by creating support at upper levels of government for support of the industry. If the industry has specific issues that they would like to see addressed at a given time, they will provide the City with details so that Council members can bring them forward.

Part of the advocacy of the forestry industry would be to give the industry a higher profile locally. We are known as an agricultural community and somewhat as a mining community, but currently forestry is not recognized as being a significant contributor to the economy, but in actual fact, it is probably equal or close to the numbers achieved by the other two sectors locally.

The sector committee has asked that the City work with them to promote the forestry industry locally to get local residents, students and businesses to realize the benefits that the industry brings to the area. We can do this through marketing campaigns in partnership with local media. Social media campaigns to support the forestry sector and lastly through support to the education institutions to get the word out to students about the opportunities available within the forestry industry.

An idea proposed by the sector committee to assist our area elected officials to better understand the impact of the industry in our region is to have our elected officials participate in a Forestry Day Tour. The tour would see participants from South Temiskaming travel by bus to a current harvesting site (Lundy Lake Road) during the month of September to see how forestry harvesting is accomplished today. The tour would then visit some replanted sites to see how the forest replenishes the wood supply for future generations. Next, the tour would visit the Eacom planning mill in Elk Lake to see how the harvested wood is turned into construction lumber. Lastly, the tour would visit the Georgia Pacific oriented strand board plant in Englehart to see how the board is produced.

There is a possibility that we could include other stops at forestry industry suppliers should time permit, however it is anticipated that this will be an all day tour already. The sector committee is hopeful that all of the members of Temiskaming Shores Council will be able to participate in the tour and that members of other area councils will join in to learn more about the industry.

### **Alternatives**

No alternatives were considered.

### **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 total cost of this project for 2019 is estimated at \$15,000 which are included within the 2019 economic development budget. Much of these funds are provided through the funding partnership we currently have with Fed Nor on the Building Ties project.

Staffing implications related to this matter are limited to normal administrative functions, however some staff time will be required to provide training sessions with area education partners.

### **Submission**

Prepared by:

Reviewed and submitted for  
Council's consideration by:

"Original signed by"

"Original signed by"

\_\_\_\_\_  
James Franks  
Economic Development Officer

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





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**Subject:** Lease Agreement with Temiskaming  
Festival of Music

**Report No.:** CS-033-2019  
**Agenda Date:** July 9, 2019

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### **Attachments**

**Appendix 01:** Draft Lease Agreement

### **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-033-2019; and
2. That Council directs staff to prepare the necessary by-law to enter into a lease agreement with the Temiskaming Festival of Music for space in the New Liskeard Community Hall for consideration at the July 9, 2019 Regular Council meeting.

### **Background**

In June, City staff received a request from the Temiskaming Festival of Music to rent space in the New Liskeard Community Hall.

### **Analysis**

The Temiskaming Festival of Music has requested to rent vacant space in the New Liskeard Community Hall at a rate of \$100 per month including HST.

A draft lease agreement is attached as Appendix 1. The term of the agreement would be three (3) years effective September 1, 2019 to August 31, 2022.

### **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

Revenues received will be \$1,200 per year including HST.

### **Alternatives**

No alternatives were considered.

**Submission**

Prepared by:

Reviewed and submitted for  
Council's consideration by:

"Original signed by"

"Original signed by"

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

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

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

**By-law No. 2019-000**

**Being a by-law to authorize the entering into a lease agreement with the Temiskaming Festival of Music for the rental of space at the New Liskeard Community Hall**

**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** the Council of The Corporation of the City of Temiskaming Shores deems it desirable to enter into an Agreement with The Literacy Council of South Temiskaming for the rental of space at the Haileybury Medical Centre;

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

1. That the Mayor and Clerk be authorized to enter into an Agreement with The Temiskaming Festival of Music for the rental of space at the New Liskeard Community Hall, a copy of which is attached hereto as Schedule "A" and forming part of this by-law;
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law.

**Read a first, second and third time and finally passed** this 9<sup>th</sup> day of July, 2019.

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Mayor – Carman Kidd

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Clerk – David B. Treen



Schedule "A" to  
**By-law No. 2019-000**  
Agreement between  
**The Corporation of the City of Temiskaming Shores**  
and  
**The Temiskaming Festival of Music**

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**LEASE**

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Administered by:  
**The City of Temiskaming Shores**  
P.O. Box 2050  
Haileybury, Ontario  
P0J 1K0

**This lease** made this 9<sup>th</sup> day of July, 2019.

Between:

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

And:

**The Temiskaming Festival of Music**  
(hereinafter called the "Lessee")

**Whereas** the Lessor is the owner of the building known as the New Liskeard Community Hall (hereinafter called the "Building"), having an entrance off Whitewood 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 upper level in the Lessor's Building containing a rentable space located at 90 Whitewood Avenue, City of Temiskaming Shores, Ontario.

**2. Ingress and Egress**

**Together** with the right of ingress and egress for the Lessee's employees, servants and agents, customers, patients and invitees, and the use of elevators, entrances, lobbies, hallways, stairways, 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, 2019 and ending on the 30<sup>th</sup> September, 2022.

**4. Rent**

Any paying therefore, to the Lessor, subject to the provisions of this Lease, the sum of one hundred dollars (\$100) including HST per month payable on the first day of each and every month during the term hereof.

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 if so required;
- 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 operating the elevators, 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, elevators, 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 a health team member 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 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;

- 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;
- k) **Termination by Tenant** – Notwithstanding any unexpired term of this agreement, in the event that the Tenant is not otherwise in default of the terms of this lease, he shall be entitled to terminate this lease upon giving 60 days written notice to the Landlord and upon payment to the Landlord of a penalty equal to three months rental.
- l) **Monthly tenancy** – If upon the termination of this lease or any extension thereof the Landlord permits the Tenant to remain in possession of the Lands and Building and accepts rent, a tenancy from year to year is not created by implication of law and the Tenant is deemed to be a monthly tenant only, subject to all the terms and conditions of this lease except as to duration.
- m) **Notice** – the Tenant must give 60 days notice in writing if they wish to end their tenancy and they must have the property vacated by the final day of their 60 days notice.
- n) **Insurance** - The tenant shall maintain adequate insurance coverage on its equipment, supplies, inventory and the Tenant's fixtures and all other property belonging to it. The Tenant agrees to not carry on or permit to be carried on any business in the Building which may make void or voidable any insurance held by the Landlord or other occupants of the Building.

The tenant will keep in force a full policy of public liability insurance with respect to the business operated by the Tenant in the Leased Premises. The policy shall name the Landlord and Tenant as insured and shall contain a clause that the insurer will not cancel or change the insurance without first giving the Landlord 10 day's written notice. A certificate of such insurance shall be delivered to the Landlord prior to the commencement of the term and, so far as renewals are concerned, thirty days prior to the expiry of any such policy.

## 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 levied against the premises or to the Landlord on account thereof;
- c) **Access** - to permit the Tenant, its employees, and all persons lawfully requiring communication with them to have the use at all reasonable times in common with other of the main entrance and the stairways and corridors of the building leading to the premises;
- d) **Air conditioning** - to install and operate air conditioning units to air condition the premises at the expense of the Landlord;
- e) **Electricity and water** - to pay for the electricity and water supplied to the premises;
- f) **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 is done daily five days of the week;
- g) **Heat** - to heat the premises;
- h) **Plug-ins** - to provide outside plug-in service for not less than 18 cars in the staff parking area adjacent the premises;
- i) **Structural soundness** - to keep the premises, common areas and parking lot structurally sound and to look after any structural defects which may arise;
- j) **Notice** – the Landlord can terminate the lease upon giving 60 days written notice; and
- k) **Insurance** - The Landlord shall maintain adequate fire and other perils insurance coverage on the Leased premises and its fixtures for the full value thereof and shall maintain such insurance throughout the term of this Lease and any renewal thereof. Such policy shall contain a waiver of subrogation as against the Tenant and its employees and officers.

## 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;
- 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;
- i) **Right of termination** - 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;
- j) **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;

- k) **Overholding** - 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;
- l) **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 designate 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;
- m) **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; and

- n) **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 P.O. Box 2050, Haileybury, Ontario, P0J 1K0 and in the case of notice to the Tenant, to P.O. Box 2010, Haileybury, Ontario, P0J 1K0. 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.

## **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.

**Remainder of Page left blank intentionally**



# Memo

**To:** Mayor and Council  
**From:** G. Douglas Walsh, CET, Director- Public Works  
**Date:** July 9, 2019  
**Subject:** Addition of Bicycle Routes  
**Attachments:** None

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Mayor and Council:

Further to presentations to Council by the Bicycle Friendly Committee (BFC) and discussions held between representatives from that group and City staff, various options were considered for extending bicycle routes within the City.

Initially, it was hoped that the existing STATO trail could be extended from Morissette Drive to Main Street along Georgina Avenue in Haileybury and “sharrow lanes” could be established on a trial basis on the Wabi River Bridge along Armstrong Street in New Liskeard. These additions were discussed at both the Recreation and Public Works Committees, and were supported for inclusion in the 2019 work.

Over the past several weeks, the Timiskaming Health Unit has been working with the BFC to create an education and communication package that would provide information that could be distributed to current and prospective bicycle users as well as the motoring public. Ms. Amanda Mongeon has worked very hard at preparing the information and will be providing it to the stakeholders on a go forward basis.

Prior to the Public Works Committee meeting held on June 25<sup>th</sup>, a review of the proposed route along Georgina Ave. was reviewed by staff and the condition of the asphalt surface (in the location where the bicycle route was proposed) was, for the most part, found to be in very poor condition and may provide significant hazards to bicycle users if directed to use this as a dedicated route.

Following discussion at the Public Works Committee meeting it was decided to proceed with the “sharrow lanes” on Armstrong Street in 2019 and that the work on Georgina Ave. would have to be considered at a later date. The PW Committee also discussed the future development of a more comprehensive plan to expand bicycle routes within the City to coincide with roadway resurfacing and reconstruction work as it is planned and completed.

Prepared by:

Reviewed and submitted for  
Council’s consideration by:

“Original signed by”

“Original signed by”

---

G. Douglas Walsh  
Director of Public Works

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Christopher W. Oslund  
City Manager

**Subject:** Supply and Delivery of Bulk Course  
Highway Salt

**Report No.:** PW-020-2019  
**Agenda Date:** July 9, 2019

### Attachments

**Appendix 01:** Tender Results

**Appendix 02:** Draft Agreement

### Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-020-2019; and
2. That Council directs Staff to prepare the necessary by-law and agreement with *Compass Minerals Canada Corp.* for the supply and delivery of Bulk Course Highway Salt for Winter Operations for the 2019-2020 and 2020-2021 seasons in the amount of \$ 127.00 per tonne plus HST for consideration at the July 9, 2019 Regular Council meeting.

### Background

Each year the City of Temiskaming Shores procures the services of qualified contractors for the supply and delivery of Bulk Course Highway Salt to various locations within the City of Temiskaming Shores. Due to an extreme salt shortage in 2018 – 19 the previous supplier was unable to extend the price for supply into the 2019-20 winter season and as such staff opted to re-tender for the supply and delivery for the up-coming season.

The Tender documents were prepared and Tender PWO-RFT-006-2019 was distributed to previous and known potential bidders with closing date at 2:00 p.m. on June 18<sup>th</sup>, 2019.

### Analysis

At the time of closure only three (3) submissions were received as summarized below.

Supplier	Unit Cost / Tonne <sup>1</sup>	Unit Cost / Tonne <sup>2</sup>	Est. Cost 2,060 tonnes	Net HST	Total Cost
Compass Minerals	\$127.00	\$127.00	\$261,620.00	\$4,604.51	\$266,224.51
Warwick Salt Inc.	\$135.00	\$135.00	\$278,100.00	\$4,894.56	\$282,994.56
K&S Windsor Salt Ltd. <sup>3</sup>	\$140.00	\$140.00	\$288,400.00	\$5,075.84	\$293,475.84

**Notes:**

1. Delivery prior to October 1, 2019
2. Delivery as required during 2019-2020 Winter Operations

**3. K & S Windsor stipulated that they would only supply the 2060 tonnes as noted in the Tender document.**

K & S Windsor Salt Ltd were the successful supplier last winter season at a unit price of \$112 per tonne, however indicated that they were unable to honor that price going forward. Indications were that the price for bulk highway salt would be increasing significantly this year.

Compass Minerals have previously provided bulk product to the City as well as other municipalities throughout Ontario and were unable to commit to supplying in 2018–19 due to supply shortage. They have demonstrated the ability to complete this work as required in the past and have re-assured that supply will not be an issue this coming season. It should be noted that provision has been made to enter into a three (3) year agreement (extension of a first year arrangement) as outlined in the RFT.

The tender was analysed for errors and/or omissions and was found to be correct and complete. The tendering process was in keeping with the City’s Procurement Policy (By-Law No. 2017-015).

The tendered amount for the intended supply is considered to be reasonable given supply and demand factors.

**Relevant Policy / Legislation / City By-Law**

- Ontario Regulation 239/02 – Minimum Maintenance Standards
- Temiskaming Shores Winter Operations Plan – by By-law (annually)
- 2019 Public Works Operations Budget
- By-Law No. 2017-015, Procurement Policy, Section 10.3 Request for Tenders

**Asset Management Plan Reference**

- Section 4.5 - Roadway Network
- Section 4.8 - Sidewalks & Active

**Consultation / Communication**

- Distribution of Request for Tender – PWO-RFT-006-2019
- PW Committee Meeting – June 25<sup>th</sup>, 2019
- Admin Report PW-021-2019 submitted to Council on July 9<sup>th</sup>, 2019.

**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

A total of \$185,000 was included in the 2019 Budget. Costs to date are \$90,691 leaving a balance of \$94,309.

Estimated quantities required for the remainder of 2019 Winter Operations (mixing and bulk) are 820 tonnes. The cost based on \$127.00/tonne and inclusive of non-refundable HST totals \$105,973.

Staff will monitor the quantities required throughout the remainder of 2019. Ordering of bulk salt is dependent on winter road conditions.

### **Alternatives**

No alternatives were considered.

### **Submission**

Prepared by:

Reviewed and submitted for  
Council's consideration by:

“Original signed by”

“Original signed by”

---

G. Douglas Walsh, CET  
Director of Public Works

---

Christopher W. Oslund  
City Manager

Document Title: **PWO-RFT-006-2019 Bulk Roadway De-icing Salt**

Closing Date: **Tuesday, June 18, 2019**

Closing Time: **2:00 p.m.**

Department: **Public Works**

Opening Time: 2:04 p.m.

Submission Pricing

Bidder: Sel Warwick Inc.

Sch. "A" deliver prior to Oct 1/19	
120 t (Dym PW):	\$135.00
240 t (NL PW):	\$135.00
300 t (View St.):	\$135.00-
Sch. "B" delivered as needed	
600 t (View St.):	\$135.00
800 t (NL PW):	\$135.00
Sub-Total:	
HST:	
Total:	

Bidder: Compass Minerals

Sch. "A" deliver prior to Oct 1/19	
120 t (Dym PW):	\$127.00
240 t (NL PW):	\$127.00
300 t (Hlby PW):	\$127.00
Sch. "B" delivered as needed	
600 t (View St.):	\$127.00
800 t (NL PW):	\$127.00
Sub-Total:	
HST:	
Total:	

Bidder: K35 Windsor

Sch. "A" deliver prior to Oct 1/19	
120 t (Dym PW):	\$140.00
240 t (NL PW):	\$140.00
300 t (View St.):	\$140.00
Sch. "B" delivered as needed	
600 t (View St.):	\$140.00
800 t (NL PW):	\$140.00
Sub-Total:	
HST:	
Total:	

Bidder:

Sch. "A" deliver prior to Oct 1/19	
120 t (Dym PW):	
240 t (NL PW):	
300 t (Hlby PW):	
Sch. "B" delivered as needed	
600 t (View St.):	
800 t (NL PW):	
Sub-Total:	
HST:	
Total:	

\* max 2060 tonne

**Note:** All offered prices are offers only and subject to scrutiny. Submissions will be reviewed for errors, omissions and accuracy by municipal staff prior to any awarding. All proponents whether successful or not will be notified of results, in writing at a later date.

Attendees:

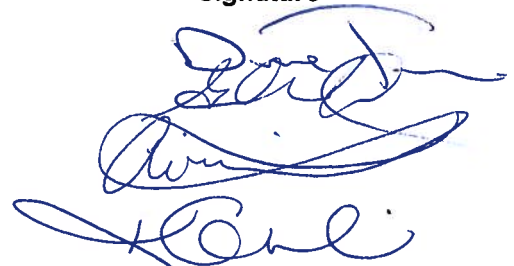
**Print Name**

DAVE TREEN  
Dyc Walsit  
Arianna Misener  
Kelly Conlin

**Representing**

T. SHORES  
T. SHORES  
T. Shores  
T. Shores

**Signature**



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

**By-law No. 2019-000**

**Being a by-law to enter into an agreement with Compass Minerals Canada Corp. for the Supply and Delivery of Bulk Course Highway Salt at various locations within the City of Temiskaming Shores**

**Whereas** under Section 8 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, the powers of a municipality shall be interpreted broadly to enable it to govern its affairs as it considers appropriate and to enhance the municipality's ability to responds 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-021-2019 at the July 9, 2019 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an agreement with Compass Minerals Canada Corp. for the Supply and Delivery Bulk Course Highway Salt for the 2019-2020 Winter Operations for consideration at the July 9, 2019 Regular Council meeting;

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

1. That Council authorizes the entering into an agreement with Compass Minerals Canada Corp. for the supply and delivery of Bulk Course Highway Salt at various locations for Winter Operations for the 2019-2020 and 2020-2021 seasons in the amount of \$127.00 per tonne plus applicable taxes, a copy of which is attached hereto as Schedule "A" and forming part of this by-law;
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

**Read a first, second and third time and finally passed** this 9<sup>th</sup> day of July, 2019.

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Mayor – Carman Kidd

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Clerk – David B. Treen





Schedule “A” to

**By-law 2019-000**

Agreement between

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

and

**Compass Minerals Canada Corp.**

for the Supply and Delivery of Bulk Course Highway Salt

**This agreement** made in duplicate this 9<sup>th</sup> day of July 2019.

Between:

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

(hereinafter called “the Owner”)

And:

**Compass Minerals Canada Corp.**

(hereinafter called “the Contractor”)

Witnesseth:

That the Owner and the Contractor shall undertake and agree as follows:

**Article I:**

The Contractor will:

- a) Provide all material and perform all work described in the Contract Documents entitled:

**Corporation of the City of Temiskaming Shores  
Supply and Delivery of Bulk Course Highway Salt  
Tender No. PWO-RFT-006-2019**

- b) Do and fulfill everything indicated by this Agreement and in the Form of Agreement, attached hereto as Appendix 01 and forming part of this agreement; and
- c) Complete, as certified by the Engineer, all the work by **April 30<sup>th</sup> of each year.**

**Article II:**

The Owner will:

- a) Pay the Contractor in lawful money of Canada for the material and services aforesaid **One Hundred and Twenty-Seven Dollars and Zero Cents (\$127.00) per tonne plus applicable taxes** subject to additions and deductions as provided in the Contract Documents.
- b) Make payment on account thereof upon delivery and completion of the said work and receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such invoice.

**Article III:**

All communications in writing between the parties, or between them and the Engineer shall be deemed to have been received by the addressee if delivered to the individual or to a member of the firm or to an officer of the Owner for whom they are intended or if sent by hand, Canada Post, courier, facsimile or by another electronic communication where,

during or after the transmission of the communication, no indication or notice of a failure or suspension of transmission has been communicated to the sender. For deliveries by courier or by hand, delivery shall be deemed to have been received on the date of delivery; by Canada Post, 5 days after the date on which it was mailed. A communication sent by facsimile or by electronic communication with no indication of failure or suspension of delivery, shall be deemed to have been received at the opening of business on the next day, unless the next day is not a working day for the recipient, in which case it shall be deemed to have been received on the next working day of the recipient at the opening of business.

The Contractor:

**Compass Minerals Canada Corp.**  
6700 Century Ave. Suite 202  
Mississauga, Ontario  
L5N 6A4

The Owner:

**City of Temiskaming Shores**  
P.O. Box 2050 / 325 Farr Drive  
Haileybury, Ontario  
P0J 1K0

The Director:

**Director of Public Works**  
**City of Temiskaming Shores**  
P.O. Box 2050  
325 Farr Drive  
Haileybury, Ontario  
P0J 1K0

**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 )

Contractor's Seal )  
(if applicable) )

Municipal Seal )

**Compass Minerals Canada Corp.**

\_\_\_\_\_  
Director of Sales – Vittorio Toneatti

\_\_\_\_\_  
Witness  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Corporation of the City of  
Temiskaming Shores**

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Clerk – David B. Treen



Appendix 01 to  
Schedule "A" to

**By-law No. 2019-000**

Form of Agreement



## Form of Tender

Each FORM OF TENDER should contain the legal name under which the Bidder carries on business, telephone number and fax number, as well the name or names of appropriate contact personnel which the City may consult regarding the Tender.

I/We, the undersigned, have carefully examined the attached documents and conditions of the Tender. I/We understand and accept those specifications, conditions, and details as described herein, and, for these rates/prices offer to furnish all equipment, labour, apparatus and documentation as are required to satisfy this Tender.

All prices offered in this tender are firm, irrevocable and open for acceptance by the City for a period of thirty (30) days. The City will not reimburse any Bidder for any cost or expense of any kind incurred in preparation or submission of any response to this Request for tender.

*NOTE: All portions of "Form of Tender" must be accurately and completely filled out.*

### Section 1

Item	Delivery Location	Qty. Tonne	Unit Price. 2019/20	Amount, \$
<b>Schedule "A" - Bulk Coarse Highway De-icing Salt. TO BE DELIVERED PRIOR TO OCTOBER 01<sup>st</sup>, 2019 AND IN EACH SUBSEQUENT YEAR. (Quantities are derived based on an average truckloads of +- 40 tonnes)</b>				
1	Dymond Public Works Yard, 181 Drive Inn Theatre Road, New Liskeard ON	120	\$127.00	\$15,240.00
2	New Liskeard Public Works Yard, 200 Lakeshore Drive, New Liskeard ON	240	\$127.00	\$ 30,480.00
3	Haileybury Public Works Yard, 1 View Street, Haileybury, ON	300	\$127.00	\$ 38,100.00

This is Page 1 of 6 to be submitted



<b>Schedule "B" - Bulk Coarse Highway De-icing Salt. TO BE DELIVERED AS AND WHEN REQUIRED AS NOTIFIED BY THE MUNICIPALITIES ROAD SUPERINTENDENT OR HIS DESIGNATE IN EACH YEAR OF THE AGREEMENT FOLLOWING THE INTIAL DROP. (Quantities are derived based on an average truck loads of +- 40 tonnes)</b>				
<b>Item</b>	<b>Delivery Location</b>	<b>Qty. Tonne</b>	<b>Unit Price. 2019/20</b>	<b>Amount, \$</b>
4	Haileybury Public Works Yard, 1 View Street, Haileybury, ON	600	\$127.00	\$76,200.00
5	New Liskeard Public Works yard, 200 Lakeshore Road, New Liskeard, On	800	\$127.00	\$101,600.00
<b>Sub-Total</b>				\$261,620.00
<b>H.S.T.</b>				\$34,010.60
<b>Total</b>				\$295,630.60

Prices for 2020/21, 2021/22 will be negotiated at the anniversary of the contract. If either of the parties is unable to agree on a fair and reasonable price, in the second or third year, the City reserves the right to re-tender for the supply all materials, labour, supervision, machinery, tools and all other necessary equipment for the supply and delivery of bulk highway road salt as described elsewhere in this document, without claim by the supplier.



I/We Compass Minerals Canada Corp. offer to supply the requirements stated within.

the corresponding total cost of \$ 295,630.60 Tax included.

I/We hold the prices valid for 30 (thirty) days from submission date.

I/We will deliver the required material / equipment within 2 - 4 calendar days from receiving a signed order and prior to October 01<sup>st</sup> 2018 for schedule A.

The specifications have been read over and agreed to this 13th day of June 2019.

<b>Company Name</b> Compass Minerals Canada Corp.	<b>Contact name (please print)</b> Vittorio Toneatti
<b>Mailing Address</b> 6700 Century Ave., Suite 202 Mississauga , ON	<b>Title</b> Director of Sales Canada
<b>Postal Code</b> L5N 6A4	<b>Authorizing signature</b>  Vittorio Toneatti, Director of Sales Canada <b>"I have the authority to bind the company/corporation/partnership."</b>
<b>Telephone</b> 1-905-813-6972	<b>Fax</b> 1-888-655-8888
<b>Cell Phone if possible</b> 905-301-3507	<b>Email</b> toneattiv@compassminerals.com

**Page 3 of 6 to be submitted**





**City of Temiskaming Shores**  
**PWO-RFT-006-2019**  
**Supply and Delivery of Bulk Roadway De-Icing Salt**

**Non Collusion Affidavit**

I/ We Compass Minerals Canada Corp. the undersigned, am fully informed respecting the preparation and contents of the attached Tender and of all pertinent circumstances respecting such Bid.

Such Bid is genuine and is not a collusive or sham Bid.

Neither the Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with any other Bidder, firm or person to submit a collective or sham Bid in connection with the work for which the attached Bid has been submitted nor has it in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the price of any Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Temiskaming Shores or any person interested in the proposed Bid.

The price or prices quoted in the attached Bid are fair and proper and not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

The Bid, Tender or Proposal of any person, company, corporation or organization that does attempt to influence the outcome of any City purchasing or disposal process will be disqualified, and the person, company, corporation or organization may be subject to exclusion or suspension.

Dated at Mississauga, Ontario this 13th day of June, 2019.

Signed

  
\_\_\_\_\_  
Vittorio Toneatti

Company Name

Compass Minerals Canada Corp.

Title

Director of Sales Canada

**Page 4 of 6 to be submitted**



**City of Temiskaming Shores  
PWO-RFT-006-2019  
Supply and Delivery of Bulk Roadway De-Icing Salt**

**Conflict of Interest Declaration**

Please check appropriate response:

- I/we hereby confirm that there is not nor was there any actual or perceived conflict of interest in our quotation submission or performing/providing the Goods/Services required by the Agreement.
- The following is a list of situations, each of which may be a conflict of interest, or appears as potentially a conflict of interest in our Company's quotation submission or the contractual obligations under the Agreement.

List Situations:

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In making this quotation submission, our Company has / has no (*strike out inapplicable portion*) knowledge of or the ability to avail ourselves of confidential information of the City (other than confidential information which may have been disclosed by the City in the normal course of the quotation process) and the confidential information was relevant to the Work/Services, their pricing or quotation evaluation process.

Dated at Mississauga, Ontario this 13th day of June, 2019.

Firm Name Compass Minerals Canada Corp.

Bidder's Authorization Official Vittorio Toneatti

Title Director of Sales Canada

Signature 

**Page 5 of 6 to be submitted**



**City of Temiskaming Shores  
PWO-RFT-006-2019  
Supply and Delivery of Bulk Roadway De-Icing Salt**

**Appendix A**

**Accessibility for Ontarians with Disabilities Act, 2005 Compliance Agreement**

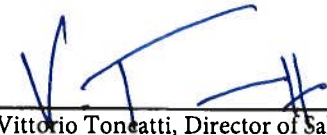
I/We, by our signature below, certify that we are in full compliance with Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service made under the *Accessibility for Ontarians with Disabilities Act, 2005*. If requested, we are able to provide written proof that all employees have been trained as required under the act.

This regulation establishes accessibility standards for customer service as it applies to every designated public sector organization and to every person or organization that provides goods or services to members of the public or other third parties and that have at least one employee in Ontario.

Name Vittorio Toneatti, Director of Sales Canada Company Name Compass Minerals Canada Corp.

Phone Number 1-905-813-6972

Address 6700 Century Ave. Suite 202 Mississauga, ON L5N 6A4

I,  , declare that I, or my company, are in full compliance with Vittorio Toneatti, Director of Sales Canada  
**Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service under the *Accessibility for Ontarians with Disabilities Act, 2005*.**

I, \_\_\_\_\_, declare that I, or my company, are not in full compliance with Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service under the *Accessibility for Ontarians with Disabilities Act, 2005*, yet fully agree to meet the required compliance training standards on or before the delivery of the required goods and/or services. In an effort to assist non-compliant vendors, a link to a free e-learning course module called Serve-Ability, Transforming Ontario's Customer Service is available at [www.gov.on.ca/mcss/serveability/splash.html](http://www.gov.on.ca/mcss/serveability/splash.html).

Date: June 13, 2019

**Page 6 of 6 to be submitted**



**Compass Minerals**  
6700 Century Avenue  
Suite 202  
Mississauga, ON L5N 6A4  
www.compassminerals.com

T (905) 567-0231

**UNANIMOUS WRITTEN CONSENT  
OF THE BOARD OF DIRECTORS  
OF  
COMPASS MINERALS CANADA CORP.**

**Effective May 7, 2019**

The undersigned, being all of the members of the board of directors of Compass Minerals Canada Corp., a Nova Scotia unlimited company (the "Company"), hereby consent in writing pursuant to the provisions of subsection 91(1) of the Companies Act (Nova Scotia) to the adoption of the following resolutions without a meeting and waive any notice required in connection therewith.

**Authorized Signatories**

**WHEREAS**, from time to time, it is desirable for individuals to sign documents on behalf of the Company in connection with sales transactions relating to the Company's Highway Sales Department.

**NOW, THEREFORE, BE IT RESOLVED**, that the following individuals (the "Authorized Signatories") be, and each of them hereby is, authorized, subject to applicable limitations under the Company's Delegation of Authority Policy, on behalf of the Company to sign bids, performance bonds and contracts for the sale of sodium chloride and other deicing products, and to sign any other documents which, in his or her opinion, are necessary or desirable in order to effectuate and carry out the foregoing, and all other individuals who were so authorized prior to the date first written above are no longer so authorized:

Kevin S. Crutchfield	President and CEO
Anthony J. Sepich	Senior Vice President, Salt
James D. Standen	Chief Financial Officer and Treasurer
Diana C. Toman	Senior Vice President, General Counsel and Corporate Secretary
Vittorio Toneatti	Director of Sales Canada
Kenneth Johnston	Director Sales and Customer Service (Consumer & Industrial)
Julie McCron	Highway Sales Manager
Guylaine Gaudet	Highway Sales Manager

**General**

**RESOLVED**, that the officers of the Company are, and each of them is, hereby authorized, for and on behalf of the Company, to execute, deliver, file, acknowledge and record any and all such documents and instruments, and to take or cause to be done any and all such other things as they, or any of them, may deem necessary or desirable to effectuate and carry out the resolutions adopted hereby; and



**Compass Minerals**  
6700 Century Avenue  
Suite 202  
Mississauga, ON L5N 6A4  
[www.compassminerals.com](http://www.compassminerals.com)

T (905) 567-0231

**FURTHER RESOLVED**, that any actions previously taken or caused to be taken by any officer of the Company or any Authorized Signatory in connection with the matters contemplated by these resolutions, or in carrying out the terms and intentions of the above resolutions, are hereby acknowledged to be duly authorized acts performed on behalf of the Company and are hereby ratified, confirmed and adopted as such.

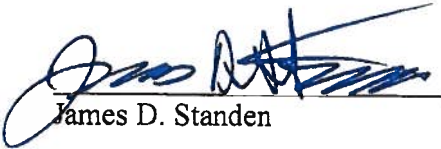
[Signature Page Follows]

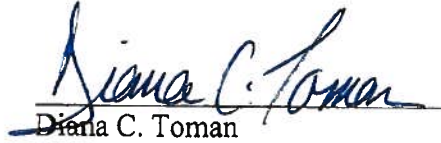


**Compass Minerals**  
6700 Century Avenue  
Suite 202  
Mississauga, ON L5N 6A4  
www.compassminerals.com

T (905) 567-0231

The undersigned have caused this consent to be duly executed as of the date first written above. This consent may be executed via .pdf, facsimile or other electronic means and in two or more counterparts, each of which will be deemed an original, and all of which together will constitute one and the same instrument.

  
James D. Standen

  
Diana C. Toman

Clearance Certificate / Certificat de décharge

Contractor Legal / Trade Name / Appellation commerciale ou raison sociale de l'entrepreneur	Contractor Address / Adresse de l'entrepreneur	Contractor Classification Unit and Description / Unité de classification de l'entrepreneur et description	Principal Legal / Trade Name / Appellation commerciale ou raison sociale de l'entrepreneur principal	Principal Address / Adresse de l'entrepreneur principal	Clearance certificate number / Numéro du certificat de décharge	Validity period (dd-mm- yyyy) / Période de validité (jj/mm/aaaa)
COMPASS MINERALS CANADA CORP. / COMPASS MINERALS CANADA-1	PO BOX 370 STN MAIN, C/O JENNIFER VERDAM- WOODWORTH, GODERICH, ON, N7A3Y9, CA	0625-000: Salt Mines	City of Temiskaming Shores	325 Farr Drive, Halleybury, ON, POJ 1K0, CAN	E200000G6LEZ	10-Jun-2019 to 19-Aug-2019

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**Subject:** Haileybury Wastewater Treatment Plant  
Rehabilitation Project

**Report No.:** PW-021-2019  
**Agenda Date:** July 9, 2019

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## **Attachments**

**Appendix 01:** Opening Results

## **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-021-2019; and
2. That as outlined in By-law No. 2017-015, *Procurement Policy, Section 6, Approval Authority*, Council approves the award to perform the necessary work related to the completion of the Haileybury Wastewater Treatment Plant Rehabilitation Project to New Liskeard Sheet Metal in the amount of \$ 71,892.27 plus applicable taxes and direct staff to issue the required Purchase Order.

## **Background**

Over the past several years, many repairs have been required to various components of Plant No.1 at the Haileybury Wastewater Treatment Plant one of which is a v-notch weir. This weir is original to the plant and is now in need of replacement. In addition, the cover panels for Plant No. 2 have deteriorated to the point of being unsafe and are required to be replaced. Also, most recently, the header for the air line for plant No. 2 developed a leak in where a temporary fix was required and is now in need of being fixed permanently.

Through the 2019 Capital Budget deliberation process, Council approved the Haileybury Wastewater Treatment Plant Rehabilitation Project with a budget of \$ 115,000.

## **Analysis**

As a result of the required work, staff released Request for Quotation RFQ-005-2019 which closed on July 2<sup>nd</sup>, 2019. Two submissions were received in relation to this RFQ with the results being outlined in Appendix 01.

A review and evaluation of both submissions were completed resulting in staff recommending that Council award the work to New Liskeard Sheet Metal in the amount of \$ 71,892.27 plus applicable taxes and direct staff to issue the required Purchase Order.



**Relevant Policy / Legislation / City By-Law**

- 2019 Public Works Capital Budget
- By-Law No. 2017-015, Procurement Policy

**Asset Management Plan Reference**

Section 4.9 – Land Buildings & Equipment

**Consultation / Communication**

Admin. Report PW-022-2019, Regular Council Meeting, July 9<sup>th</sup>, 2019

**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

During the 2019 capital budget deliberation process, Council approved the Haileybury Wastewater Treatment Plant Rehabilitation Project in where sufficient funds are available.

**Alternatives**

No alternatives were considered.

**Submission**

Prepared by:

Reviewed by:

Reviewed and submitted for  
Council's consideration by:

"Original signed by"

"Original signed by"

"Original signed by"

\_\_\_\_\_  
Steve Burnett  
Technical & Environmental  
Compliance Coordinator

\_\_\_\_\_  
G. Douglas Walsh, CET  
Director of Public Works

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

Document Title: **PW-RFQ-005-2019 Industrial Services – Hilby WWTP**

Closing Date: **Tuesday, July 2, 2019**

Closing Time: **2:00 p.m.**

Department: **Public Works**

Opening Time: 2:12 p.m.

Submission Pricing

Bidder: New Uskeard Sheet Metal.

Weir Notch Ring (L.S.):	19,149.74
Checker Plates (L.S.):	41,108.73
Header Repair:	11,633.80
Sub-Total:	71,892.27
HST:	9,345.99
Total:	81,238.26

Bidder: TESC Contracting.

Weir Notch Ring (L.S.):	\$ 97,216.31
Checker Plates (L.S.):	72,150.70
Header Repair:	10,095.46
Sub-Total:	179,462.47
HST:	23,330.12
Total:	202,792.59

Bidder:

Weir Notch Ring (L.S.):	
Checker Plates (L.S.):	
Header Repair:	
Sub-Total:	
HST:	
Total:	

Bidder:

Weir Notch Ring (L.S.):	
Checker Plates (L.S.):	
Header Repair:	
Sub-Total:	
HST:	
Total:	

**Note:** All offered prices are offers only and subject to scrutiny. Submissions will be reviewed for errors, omissions and accuracy by municipal staff prior to any awarding. All proponents whether successful or not will be notified of results, in writing at a later date.

Attendees:

**Print Name**

DAVE TREGN  
Steve Burnett  
Kelly Conlin

**Representing**

C. F. SHORES  
C. T. Shores  
C. T. Shores

**Signature**



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

**By-law No. 2019-106**

**Being a by-law to appoint Municipal Law Enforcement Officers  
for the purpose of enforcing the City's Animal Control By-law  
and Noise By-law as it relates to Animal Control Services –  
Roxanne St. Germain & Jennifer MacKewn**

**Whereas** pursuant to Section 15 (1) of the Police Services Act, R.S.O. 1990, as amended, Council of a municipality may appoint persons to enforce the by-laws of the municipality;

**And whereas** Section 15 (2) of the Police Services Act, R.S.O. 1990, as amended, defines municipal law enforcement officers as peace officers for the purpose of enforcing municipal by-laws;

**And whereas** in accordance with Section 103 of the Municipal Act, S.O. 2001, Chapter M.45 as amended, Council may pass by-laws of the municipality with respect to the being at large or trespassing of animals;

**And whereas** the Council of the City of Temiskaming Shores passed an Animal Control By-law regulating the keeping of animals and the registration of dogs and cats;

**And whereas** Council of the City of Temiskaming Shores has passed a by-law to prohibit and regulate certain noises in accordance with Section 129 of the Municipal Act, S.O. 2001, Chapter M.45 as amended;

**And whereas** the City of Temiskaming Shores Animal Control By-law defines an Animal Control Officer as a person appointed by Council as a Municipal Law Enforcement Officer to enforce the provisions of the by-law;

**And whereas** Council passed By-law No. 2019-089, as amended being a by-law to execute an agreement with Ms. Roxanne St. Germain o/a Animal First – Temiskaming Shores and Area Animal Services for the provision of Animal Control and Pound Services;

**And whereas** Council considered Memo No. 013-2019-CS at the July 9, 2019 Regular Council meeting and directed staff to prepare the necessary by-law to Roxanne St. Germain and Jennifer MacKewn as Municipal Law Enforcement Officers for the purpose of enforcing the City's Animal Control by-law and Noise by-law as it relates to Animal Control Services for consideration at the July 9, 2019 Regular Council meeting;

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

1. That **Roxanne St. Germain** and **Jennifer MacKewn** are hereby appointed as Municipal Law Enforcement Officers for the purposes of enforcing the City of Temiskaming Shores Animal Control by-law and Noise by-law as it relates to Animal Control Services.

2. That this By-law shall come into force and take effect on the date of its final passing.
3. That By-law No. 2013-010 appointing Municipal Law Enforcement Officers for the purposes of enforcing the City of Temiskaming Shores Animal Control by-law and Noise by-law as it relates to Animal Control Services is hereby repealed.
4. That the Clerk of the City of Temiskaming Shore 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 as may be deemed necessary after 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 9<sup>th</sup> day of July, 2019.

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Mayor – Carman Kidd

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Clerk – David B. Treen

**The Corporation of the City of Temiskaming Shores**  
**By-law No. 2019-107**  
**Being a by-law to appoint a Building Inspector for the**  
**City of Temiskaming Shores – Michael Pilon**

**Whereas** Subsection 3. (2) of the *Building Code Act*, S.O., 1992 Chapter 23, requires the council of each municipality to appoint a chief building official and such inspectors as are necessary for the enforcement of the *Building Code Act* in areas in which the municipality has jurisdiction;

**And whereas** the Council of The Corporation of the City of Temiskaming Shores deems it necessary and expedient to appoint a Building Inspector to enforce the *Building Code Act*, the Regulations and by-laws thereunder;

**And whereas** Council considered Memo No. 013-2019-CS at the July 9, 2019 Regular Council meeting and directed staff to prepare the necessary by-law to appoint Michael Pilon as a Building Inspector for consideration at the July 9, 2019 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 **Michael Pilon** is hereby appointed as a Building Inspector for The Corporation of the City of Temiskaming Shores effective July 15, 2019;
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law after 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 9<sup>th</sup> day of July, 2019.

---

Mayor – Carman Kidd

---

Clerk – David B. Treen

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

**By-law No. 2019-108**

**Being a by-law to appoint a Property Standards Officer for the purpose of enforcing by-laws related to the Use and Occupancy of Property within the City of Temiskaming Shores – Michael Pilon**

**Whereas** The City of Temiskaming Shores passed By-law No. 2007-043 under Section 15.1 of the Building Code Act S.O. 1992, c23, as amended prescribing the standards for the maintenance and occupancy of property within the municipality;

**And whereas** Section 1.1 of the Building Code Act S.O. 1992, c23 as amended defines an “officer” as meaning “a property standards officer who has been assigned the responsibility of administering and enforcing by-laws passed under section 15.1”;

**And whereas** Council considered Memo No. 013-2019-CS at the July 9, 2019 Regular Council meeting and directed staff to prepare the necessary by-law to appoint Michael Pilon as a Property Standards Officer;

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

1. That **Michael Pilon** is hereby appointed as a Property Standards Officer for the purposes of enforcing by-laws passed under Section 15.1 of the Building Code Act S.O. 1992, c23, as amended; and
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law after 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 9<sup>th</sup> day of July, 2019.

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Mayor – Carman Kidd

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Clerk – David B. Treen

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

**By-law No. 2019-109**

**Being a by-law to appoint a Municipal Law  
Enforcement Officer – Michael Pilon**

**Whereas** pursuant to Section 15 (1) of the *Police Services Act*, R.S.O. 1990, as amended, Council of a municipality may appoint persons to enforce the by-laws of the municipality;

**And whereas** Section 15 (2) of the *Police Services Act*, R.S.O. 1990, as amended, defines municipal law enforcement officers as peace officers for the purpose of enforcing municipal by-laws;

**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. 013-2019-CS at the July 9, 2019 Regular Council meeting and directed staff to prepare the necessary by-law to appoint Michael Pilon as a Municipal Law Enforcement Officer for consideration at the July 9, 2019 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 **Michael Pilon** be hereby appointed as a Municipal Law Enforcement Officer for the purpose of enforcing City by-laws, said appointment to be effective upon adoption of this by-law.

**Read a first, second and third time and finally passed** this 9<sup>th</sup> day of July, 2019.

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Mayor – Carman Kidd

---

Clerk – David B. Treen

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

**By-law No. 2019-110**

**Being a by-law to amend By-law No. 2005-122, as amended, a by-law to establish a Service Delivery Program under the Line Fences Act in order to Appoint an Alternate Fence Viewer for the City of Temiskaming Shores – Michael Pilon**

**Whereas** Section 2 of the *Municipal Act* requires municipalities to deliver and participate in provincial programs and initiatives;

**And whereas** The *Line Fences Act* requires local Councils to enact a by-law to establish a service delivery program as described under the Act;

**And whereas** Council adopted By-law No. 2005-122, as amended to establish a service delivery program as described under the Act;

**And whereas** Section 3 of the *Line Fences Act* requires that the Council of every local municipality appoint such number of fence-viewers as are required to carry out the provisions of the Act;

**And whereas** Council considered Memo No. 013-2019-CS at the July 9, 2019 Regular Council meeting and directed staff to prepare the necessary by-law to appoint Michael Pilon as a Fence Viewer for consideration at the July 9, 2019 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 for the City of Temiskaming Shores hereby amends By-law No. 2005-122, as amended by appointing **Michael Pilon**, in his capacity as By-law Enforcement Officer, as a Fence-viewer within the corporate limits of the City of Temiskaming Shores.
2. That Council for the City of Temiskaming Shores hereby amends By-law No. 2005-122, as amended by removing **Andrew O'Reilly** and **David Barton** as Fence-viewers within the corporate limits of the City of Temiskaming Shores

**Read a first, second and third time and finally passed** this 9<sup>th</sup> day of July 2019.

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Mayor – Carman Kidd

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Clerk – David B. Treen



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

**By-law No. 2019-111**

**Being a by-law to amend By-law No. 2005-110, as amended, a by-law to establish a Service Delivery Program under the Livestock, Poultry and Honey Bee Protection Act, as amended, in order to appoint Alternate Livestock and Poultry Valuers for the City of Temiskaming Shores – Michael Pilon**

**Whereas** By-law No. 2005-110 was adopted under the *Livestock, Poultry and Honey Bee Protection Act*;

**And whereas** the *Livestock, Poultry and Honey Bee Protection Act* and Regulation 731 were repealed and replaced with the *Protection of Livestock and Poultry from Dogs Act* effective July 1, 2011;

**And whereas** under the *Protection of Livestock and Poultry from Dogs Act* the *Ontario Wildlife Damage Compensation Program* came into effect July 1, 2011 providing financial assistance to producers whose livestock, poultry and honey bees have been damaged by wildlife;

**And whereas** Section 4(1) of the *Protection of Livestock and Poultry from Dogs Act* requires the Council of every local municipality to appoint one or more persons as valuers of livestock and poultry for the purposes of making full investigation and determining the extent and amount of damage;

**And whereas** Council considered Memo 013-2019-CS at the July 9, 2019 Regular Council meeting and directed staff to prepare the necessary by-law to appoint Michael Pilon as a Valuer of Livestock and Poultry for consideration at the July 9, 2019 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 for the City of Temiskaming Shores hereby amends By-law No. 2005-110 being a by-law to amend By-law No. 2005-110, as amended, by appointing **Michael Pilon**, in his capacity as By-law Enforcement Officer, as a Valuer of Livestock and Poultry within the corporate limits of the City of Temiskaming Shores.

**Read a first, second and third time and finally passed** this 9<sup>th</sup> day of July, 2019.

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Mayor – Carman Kidd

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Clerk – David B. Treen

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

**By-law No. 2019-112**

**Being a by-law to amend By-law No. 2012-039, as amended  
being a by-law to adopt Schedules of Departmental User Fees  
and Services for the City of Temiskaming Shores – Schedule  
“E” Planning, By-law and Building Services**

**Whereas** Section 391(1) of the Municipal Act, .S.O. 2001, c. 25, as amended, authorizes the Council of a local municipality to pass by-laws imposing fees or charges for services or activities provided or done by or on behalf of any other municipality or local board; and for the use of its property including property under its control;

**And whereas** the Council of the Corporation of the City of Temiskaming Shores adopted By-law No. 2012-039 on April 3, 2012 to adopt Schedules of Departmental User Fees and Service Charges for the City of Temiskaming Shores;

**And whereas** Council considered Administrative Report No. CS-028-2019 at the July 9, 2019 Regular Council meeting and directed staff to prepare the necessary by-law to amend By-law No. 2012-039 (User Fees) for various planning fees for consideration at the July 9, 2019 Regular Council meeting;

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

1. That Council hereby amends Schedule “E” to Fees By-law No. 2012-039, as amended, Planning, By-law and Building Services within the **Planning Fees** section by adding the following:

Part Lot Control Exemption Application	Planning Act Sec. 69	\$500 (+ legal and land titles fees)
Removal of Hold Application	Planning Act Sec. 69	\$400 + advertising fee
Peer Review	Planning Act Sec. 69	Cost recovery

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

**Read a first, second and third time and finally passed** this 9<sup>th</sup> day of July, 2019.

---

Mayor – Carman Kidd

---

Clerk – David B. Treen

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

**By-law No. 2019-113**

**Being a by-law to enter into an agreement with Miller Realty Group Inc. Brokerage as Realtor for the disposition of Bucke Park Campground**

**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 responds to municipal issues;

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

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

**And whereas** Council considered Administrative Report No. CS-029-2019 at the July 9, 2019 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an agreement with Miller Realty Group Inc., Brokerage as Realtor for the disposition of the Bucke Park Campground for consideration at the July 9, 2019 Regular Council meeting;

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

1. That Council authorizes the entering into an agreement with Miller Realty Group Inc., Brokerage as Realtor for the disposition of Bucke Park Campground; a copy of which is attached hereto as Schedule "A" and forming part of this by-law;
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

**Read a first, second and third time and finally passed** this 9<sup>th</sup> day of July, 2019.

---

Mayor – Carman Kidd

---

Clerk – David B. Treen



Schedule "A" to

**By-law 2019-113**

Agreement between

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

and

**Miller Realty Group Inc.**

As Realtor for the disposition of Bucke Park Campground

**This agreement** made in duplicate this 9<sup>th</sup> day of July, 2019.

Between:

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

(hereinafter called "the Owner")

and

**Miller Realty Group Inc.**

(hereinafter called "the Realtor")

Witnesseth:

That the Owner and the Realtor shall undertake and agree as follows:

**Article I:**

The Realtor will:

- a) Provide all material and perform all work described in the Contract Documents entitled:

**Corporation of the City of Temiskaming Shores  
CS-RFQ-002-2019 – Realtor Bucke Park**

- b) Do and fulfill everything indicated by this Agreement and in the Contract Documents attached hereto as Appendix 01 and forming part of this agreement.

**Article II:**

The Owner will:

- a) Pay the Realtor in lawful money of Canada for the material and services aforesaid **at a commission rate of 3.8%.**
- b) Make payment on account thereof upon delivery and completion of the said work and receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such invoice.

**Article IV:**

All communications in writing between the parties, or between them and the Engineer shall be deemed to have been received by the addressee if delivered to the individual or to a member of the firm or to an officer of the Owner for whom they are intended or if sent by hand, Canada Post, courier, facsimile or by another electronic communication where, during or after the transmission of the communication, no indication or notice of a failure or suspension of transmission has been communicated to the sender. For deliveries by courier or by hand, delivery shall be deemed to have been received on the date of delivery; by Canada Post, 5 days after the date on which it was mailed. A communication sent by facsimile or by electronic communication with no indication of

failure or suspension of delivery, shall be deemed to have been received at the opening of business on the next day, unless the next day is not a working day for the recipient, in which case it shall be deemed to have been received on the next working day of the recipient at the opening of business.

The Realtor:

**Miller Realty Group Inc.**  
127 Whitewood Avenue  
New Liskeard, Ontario  
P0J 1P0

The Owner:

**City of Temiskaming Shores**  
P.O. Box 2050 / 325 Farr Drive  
Haileybury, Ontario  
P0J 1K0

**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 )

**Miller Realty Group Inc.**

\_\_\_\_\_  
Broker of Record – Linda Miller

\_\_\_\_\_  
Witness – Jada Miller

Municipal Seal )

**Corporation of the City of  
Temiskaming Shores**

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Clerk – David B. Treen





Appendix 01 to  
Schedule "A" to

**By-law No. 2019-113**

Form of Agreement

**Miller Realty Group Inc., Brokerage**

127 Whitewood Avenue

New Liskeard, ON

P0J 1P0

June 20th, 2019

City of Temiskaming Shores

325 Farr Drive

P.O. Box 2050

Haileybury, ON

**Dear Mr. David B Treen,**

Please accept the attached proposal created by Miller Realty Group Inc., Brokerage to market, list and sell Bucke Park Campgrounds Commercial Property. These following plans and agreements feature:

- A MLS Listing Agreement with the following terms (3.8% commission plus HST which includes a cooperating brokers fee, and a term of 6 months from start date )
- A full brochure containing an extensive marketing plan created for Bucke Park Campgrounds that highlights our experience and the exposure options mainly being the online and mobile marketplace. For a quick summary go to your Project Brief –page 3

If we are selected to represent the City of Temiskaming Shores:

- We will provide an opinion of value and work together to come up with the right asking price
- Handle the negotiations of offers to purchase skillfully and ethically
- We will follow through with next steps until completion once an offer becomes firm

Thank you in advance for your consideration and are looking forward to hearing from you.

In the meantime, thank you for the opportunity to assist you in a successful sale of this wonderful outdoor campground.

Sincerely,



Linda Miller

Broker of Record

Miller Realty Group Inc.

# Listing Agreement – Commercial

## Seller Representation Agreement

### Authority to Offer for Sale

**Form 520**  
for use in the Province of Ontario

This is a Multiple Listing Service® Agreement  OR This Listing is Exclusive   
(Seller's Initials) (Seller's Initials)

**BETWEEN:**  
**BROKERAGE:** MILLER REALTY GROUP INC., BROKERAGE

127 WHITEWOOD AVE. TEMISKAMING SHOR (the "Listing Brokerage") Tel. No. (705) 647-6444


**SELLER:** CITY OF TEMISKAMING SHORES (the "Seller")

In consideration of the Listing Brokerage listing the real property **for sale** known as Parcel 4139 Bucke Township

the Seller hereby gives the Listing Brokerage the **exclusive and irrevocable** right to act as the Seller's agent,


**commencing** at 12:01 a.m. on the ..... day of June, 20 19,

**until** 11:59 p.m. on the ..... day of December, 20 19 (the "Listing Period"),

**Seller acknowledges that the length of the Listing Period is negotiable between the Seller and the Listing Brokerage and, if an MLS® listing, may be subject to minimum requirements of the real estate board, however, in accordance with the Real Estate and Business Brokers Act, 2002, (REBBA), if the Listing Period exceeds six months, the Listing Brokerage must obtain the Seller's initials.** 

to offer the Property **for sale** at a price of: ..... Dollars (\$CDN).....

and upon the terms particularly set out herein, or at such other price and/or terms acceptable to the Seller. It is understood that the price and/or terms set out herein are at the Seller's personal request, after full discussion with the Listing Brokerage's representative regarding potential market value of the Property.

**The Seller hereby represents and warrants that the Seller is not a party to any other listing agreement for the Property or agreement to pay commission to any other real estate brokerage for the sale of the property.** 

**1. DEFINITIONS AND INTERPRETATIONS:** For the purposes of this Agreement ("Authority" or "Agreement"):  
"Seller" includes vendor and a "buyer" includes a purchaser or a prospective purchaser. A purchase shall be deemed to include the entering into of any agreement to exchange, or the obtaining of an option to purchase which is subsequently exercised, or the causing of a First Right of Refusal to be exercised, or an agreement to sell or transfer shares or assets. "Real property" includes real estate as defined in the Real Estate and Business Brokers Act (2002). The "Property" shall be deemed to include any part thereof or interest therein. A "real estate board" includes a real estate association. Commission shall be deemed to include other remuneration. This Agreement shall be read with all changes of gender or number required by the context. For purposes of this Agreement, anyone introduced to or shown the Property shall be deemed to include any spouse, heirs, executors, administrators, successors, assigns, related corporations and affiliated corporations. Related corporations or affiliated corporations shall include any corporation where one half or a majority of the shareholders, directors or officers of the related or affiliated corporation are the same person(s) as the shareholders, directors, or officers of the corporation introduced to or shown the Property.

**2. COMMISSION:** In consideration of the Listing Brokerage listing the Property for sale, the Seller agrees to pay the Listing Brokerage a commission of 3.8% ..... % of the sale price of the Property or .....

for any valid offer to purchase the Property from any source whatsoever obtained during the Listing Period and on the terms and conditions set out in this Agreement **OR** such other terms and conditions as the Seller may accept.

**INITIALS OF LISTING BROKERAGE:**  **INITIALS OF SELLER(S):** 

The Seller authorizes the Listing Brokerage to co-operate with any other registered real estate brokerage (co-operating brokerage), and to offer to pay the co-operating brokerage a commission of 1.9 % of the sale price of the Property or .....

..... out of the commission the Seller pays the Listing Brokerage. The Seller further agrees to pay such commission as calculated above if an agreement to purchase is agreed to or accepted by the Seller or anyone on

the Seller's behalf within 90 days after the expiration of the Listing Period (**Holdover Period**), so long as such agreement is with anyone who was introduced to the Property from any source whatsoever during the Listing Period or shown the Property during the Listing Period. If, however, the offer for the purchase of the Property is pursuant to a new agreement in writing to pay commission to another registered real estate brokerage, the Seller's liability for commission shall be reduced by the amount paid by the Seller under the new agreement.

The Seller further agrees to pay such commission as calculated above even if the transaction contemplated by an agreement to purchase agreed to or accepted by the Seller or anyone on the Seller's behalf is not completed, if such non-completion is owing or attributable to the Seller's default or neglect, said commission to be payable on the date set for completion of the purchase of the Property.

Any deposit in respect of any agreement where the transaction has been completed shall first be applied to reduce the commission payable. Should such amounts paid to the Listing Brokerage from the deposit or by the Seller's solicitor not be sufficient, the Seller shall be liable to pay to the Listing Brokerage on demand, any deficiency in commission and taxes owing on such commission.

In the event the buyer fails to complete the purchase and the deposit or any part thereof becomes forfeited, awarded, directed or released to the Seller, the Seller then authorizes the Listing Brokerage to retain as commission for services rendered, fifty (50%) per cent of the amount of the said deposit forfeited, awarded, directed or released to the Seller (but not to exceed the commission payable had a sale been consummated) and to pay the balance of the deposit to the Seller.

All amounts set out as commission are to be paid plus applicable taxes on such commission.

**3. REPRESENTATION:** The Seller acknowledges that the Listing Brokerage has provided the Seller with written information explaining agency relationships, including information on Seller Representation, Sub-agency, Buyer Representation, Multiple Representation and Customer Service. The Seller understands that unless the Seller is otherwise informed, the co-operating brokerage is representing the interests of the buyer in the transaction. The Seller further acknowledges that the Listing Brokerage may be listing other properties that may be similar to the Seller's Property and the Seller hereby consents to the Listing Brokerage acting as an agent for more than one seller without any claim by the Seller of conflict of interest. Unless otherwise agreed in writing between Seller and Listing Brokerage, any commission payable to any other brokerage shall be paid out of the commission the Seller pays the Listing Brokerage.

The Seller hereby appoints the Listing Brokerage as the Seller's agent for the purpose of giving and receiving notices pursuant to any offer or agreement to purchase the Property.

**MULTIPLE REPRESENTATION:** The Seller hereby acknowledges that the Listing Brokerage may be entering into buyer representation agreements with buyers who may be interested in purchasing the Seller's Property. In the event that the Listing Brokerage has entered into or enters into a buyer representation agreement with a prospective buyer for the Seller's Property, the Listing Brokerage will obtain the Seller's written consent to represent both the Seller and the buyer for the transaction at the earliest practical opportunity and in all cases prior to any offer to purchase being submitted or presented.

The Seller understand and acknowledges that the Listing Brokerage must be impartial when representing both the Seller and the buyer and equally protect the interests of the Seller and buyer. The Seller understands and acknowledges that when representing both the Seller and the buyer, the Listing Brokerage shall have a duty of full disclosure to both the Seller and the buyer, including a requirement to disclose all factual information about the Property known to the Listing Brokerage.

However, the Seller further understands and acknowledges that the Listing Brokerage shall not disclose:

- that the Seller may or will accept less than the listed price, unless otherwise instructed in writing by the Seller;
- that the buyer may or will pay more than the offered price, unless otherwise instructed in writing by the buyer;
- the motivation of or personal information about the Seller or buyer, unless otherwise instructed in writing by the party to which the information applies or unless failure to disclose would constitute fraudulent, unlawful or unethical practice;
- the price the buyer should offer or the price the Seller should accept; and
- the Listing Brokerage shall not disclose to the buyer the terms of any other offer.

However, it is understood that factual market information about comparable properties and information known to the Listing Brokerage concerning potential uses for the Property will be disclosed to both Seller and buyer to assist them to come to their own conclusions.

**Where a Brokerage represents both the Seller and the Buyer (multiple representation), the Brokerage shall not be entitled or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices.**


**MULTIPLE REPRESENTATION AND CUSTOMER SERVICE:** The Seller understands and agrees that the Listing Brokerage also provides representation and customer service to other sellers and buyers. If the Listing Brokerage represents or provides customer service to more than one seller or buyer for the same trade, the Listing Brokerage shall, in writing, at the earliest practicable opportunity and before any offer is made, inform all sellers and buyers of the nature of the Listing Brokerage's relationship to each seller and buyer.

INITIALS OF LISTING BROKERAGE:

○

INITIALS OF SELLER(S):

○

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4. **REFERRAL OF ENQUIRIES:** The Seller agrees that during the Listing Period, the Seller shall advise the Listing Brokerage immediately of all enquiries from any source whatsoever, and all offers to purchase submitted to the Seller shall be immediately submitted to the Listing Brokerage by the Seller before the Seller accepts or rejects the same. If any enquiry during the Listing Period results in the Seller's accepting a valid offer to purchase during the Listing Period or within the Holdover Period after the expiration of the Listing Period described above, the Seller agrees to pay the Listing Brokerage the amount of commission set out above, payable within five (5) days following the Listing Brokerage's written demand therefor.
5. **MARKETING:** The Seller agrees to allow the Listing Brokerage to show and permit prospective buyers to fully inspect the Property during reasonable hours and the Seller gives the Listing Brokerage the sole and exclusive right to place "For Sale" and "Sold" sign(s) upon the Property. The Seller consents to the Listing Brokerage including information in advertising that may identify the Property. The Seller further agrees that the Listing Brokerage shall have sole and exclusive authority to make all advertising decisions relating to the marketing of the Property during the Listing Period. The Seller agrees that the Listing Brokerage will not be held liable in any manner whatsoever for any acts or omissions with respect to advertising by the Listing Brokerage or any other party, other than by the Listing Brokerage's gross negligence or wilful act.
6. **WARRANTY:** The Seller represents and warrants that the Seller has the exclusive authority and power to execute this Authority to offer the Property for sale and that the Seller has informed the Listing Brokerage of any third party interests or claims on the Property such as rights of first refusal, options, easements, mortgages, encumbrances or otherwise concerning the Property, which may affect the sale of the Property.
7. **INDEMNIFICATION AND INSURANCE:** The Seller will not hold the Listing Brokerage and representatives of the Brokerage responsible for any loss or damage to the Property or contents occurring during the term of this Agreement caused by the Listing Brokerage or anyone else by any means, including theft, fire or vandalism, other than by the Listing Brokerage's gross negligence or wilful act. The Seller agrees to indemnify and save harmless the Listing Brokerage and representatives of the Brokerage and any co-operating brokerage from any liability, claim, loss, cost, damage or injury, including but not limited to loss of the commission payable under this Agreement, caused or contributed to by the breach of any warranty or representation made by the Seller in this Agreement or the accompanying data form. The Seller agrees to indemnify and save harmless the Listing Brokerage and representatives of the Brokerage and any co-operating brokerage from any liability, claim, loss, cost, damage or injury as a result of the Property being affected by any contaminants or environmental problems.  
The Seller warrants the Property is insured, including personal liability insurance against any claims or lawsuits resulting from bodily injury or property damage to others caused in any way on or at the Property and the Seller indemnifies the Brokerage and all of its employees, representatives, salespersons and brokers (Listing Brokerage) and any co-operating brokerage and all of its employees, representatives, salespersons and brokers (co-operating brokerage) for and against any claims against the Listing Brokerage or co-operating brokerage made by anyone who attends or visits the Property.
8. **FAMILY LAW ACT:** The Seller hereby warrants that spousal consent is not necessary under the provisions of the Family Law Act, R.S.O. 1990, unless the spouse of the Seller has executed the consent hereinafter provided.
9. **FINDERS FEES:** The Seller acknowledges that the Brokerage may be receiving a finder's fee, reward and/or referral incentive, and the Seller consents to any such benefit being received and retained by the Brokerage in addition to the commission as described above.
10. **VERIFICATION OF INFORMATION:** The Seller authorizes the Listing Brokerage to obtain any information from any regulatory authorities, governments, mortgagees or others affecting the Property and the Seller agrees to execute and deliver such further authorizations in this regard as may be reasonably required. The Seller hereby appoints the Listing Brokerage or the Listing Brokerage's authorized representative as the Seller's attorney to execute such documentation as may be necessary to effect obtaining any information as aforesaid. The Seller hereby authorizes, instructs and directs the above noted regulatory authorities, governments, mortgagees or others to release any and all information to the Listing Brokerage.
11. **USE AND DISTRIBUTION OF INFORMATION:** The Seller consents to the collection, use and disclosure of personal information by the Brokerage for the purpose of listing and marketing the Property including, but not limited to: listing and advertising the Property using any medium including the Internet; disclosing Property information to prospective buyers, brokerages, salespersons and others who may assist in the sale of the Property; such other use of the Seller's personal information as is consistent with listing and marketing of the Property. The Seller consents, if this is an MLS® Listing, to placement of the listing information and sales information by the Brokerage into the database(s) of the MLS® System of the appropriate Board, and to the posting of any documents and other information (including, without limitation, photographs, images, graphics, audio and video recordings, virtual tours, drawings, floor plans, architectural designs, artistic renderings, surveys and listing descriptions) provided by or on behalf of the Seller into the database(s) of the MLS® System of the appropriate Board. The Seller hereby indemnifies and saves harmless the Brokerage and/or any of its employees, servants, brokers or sales representatives from any and all claims, liabilities, suits, actions, losses, costs and legal fees caused by, or arising out of, or resulting from the posting of any documents or other information (including, without limitation, photographs, images, graphics, audio and video recordings, virtual tours, drawings, floor plans, architectural designs, artistic renderings, surveys and listing descriptions) as aforesaid.  
The Seller acknowledges that the database, within the board's MLS® System is the property of the real estate board(s) and can be licensed, resold, or otherwise dealt with by the board(s). The Seller further acknowledges that the real estate board(s) may: during the term of the listing and thereafter, distribute the information in the database, within the board's MLS® System to any persons authorized to use such service which may include other brokerages, government departments, appraisers, municipal organizations and others; market the Property, at its option, in any medium, including electronic media; during the term of the listing and thereafter, compile, retain and publish any statistics including historical data within the board's MLS® System and retain, reproduce and display photographs, images, graphics, audio and video recordings, virtual tours, drawings, floor plans, architectural designs, artistic renderings, surveys and listing descriptions which may be used by board members to conduct comparative analyses; and make such other use of the information as the Brokerage and/or real estate board(s) deem appropriate, in connection with the listing, marketing and

INITIALS OF LISTING BROKERAGE: 

INITIALS OF SELLER(S): 



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selling of real estate during the term of the listing and thereafter. The Seller acknowledges that the information, personal or otherwise ("information"), provided to the real estate board or association may be stored on databases located outside of Canada, in which case the information would be subject to the laws of the jurisdiction in which the information is located.

In the event that this Agreement expires or is cancelled or otherwise terminated and the Property is not sold, the Seller, by initialling:

consent to allow other real estate board members to contact the Seller after expiration or other termination of this Agreement to discuss listing or otherwise marketing the Property.

(Does)

(Does Not)

- 12. SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms of this Agreement.
- 13. CONFLICT OR DISCREPANCY:** If there is any conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement, including any Schedule attached hereto, shall constitute the entire Authority from the Seller to the Brokerage. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein.
- 14. ELECTRONIC COMMUNICATION:** This Agreement and any agreements, notices or other communications contemplated thereby may be transmitted by means of electronic systems, in which case signatures shall be deemed to be original. The transmission of this Agreement by the Seller by electronic means shall be deemed to confirm the Seller has retained a true copy of the Agreement.
- 15. ELECTRONIC SIGNATURES:** If this Agreement has been signed with an electronic signature the parties hereto consent and agree to the use of such electronic signature with respect to this Agreement pursuant to the *Electronic Commerce Act, 2000, S.O. 2000, c17* as amended from time to time.
- 16. SCHEDULE(S)** ..... and data form attached hereto form(s) part of this Agreement.

**THE LISTING BROKERAGE AGREES TO MARKET THE PROPERTY ON BEHALF OF THE SELLER AND REPRESENT THE SELLER IN AN ENDEAVOUR TO OBTAIN A VALID OFFER TO PURCHASE THE PROPERTY ON THE TERMS SET OUT IN THIS AGREEMENT OR ON SUCH OTHER TERMS SATISFACTORY TO THE SELLER.**

..... Linda Miller  
(Authorized to bind the Listing Brokerage) (Date) (Name of Person Signing)

**THIS AGREEMENT HAS BEEN READ AND FULLY UNDERSTOOD BY ME, I ACCEPT THE TERMS OF THIS AGREEMENT AND I ACKNOWLEDGE ON THIS DATE I HAVE SIGNED UNDER SEAL.** Any representations contained herein or as shown on the accompanying data form respecting the Property are true to the best of my knowledge, information and belief.

SIGNED, SEALED AND DELIVERED I have hereunto set my hand and seal:

CITY OF TEMISKAMING SHORES  
(Name of Seller)

..... (Seal) (Date) (Tel. No.)  
(Signature of Seller/Authorized Signing Officer)

..... (Seal) (Date) (Tel. No.)  
(Signature of Seller/Authorized Signing Officer)

**SPOUSAL CONSENT:** The undersigned spouse of the Seller hereby consents to the listing of the Property herein pursuant to the provisions of the Family Law Act, R.S.O. 1990 and hereby agrees to execute all necessary or incidental documents to further any transaction provided for herein.

..... (Seal) (Date) (Tel. No.)  
(Spouse)

**DECLARATION OF INSURANCE**

The Salesperson/Broker/Broker of Record LINDA MADELEINE MILLER/D302  
(Name of Salesperson/Broker/Broker of Record)

hereby declares that he/she is insured as required by REBBA.


.....  
(Signature(s) of Salesperson/Broker/Broker of Record)

**ACKNOWLEDGEMENT**

**The Seller(s) hereby acknowledge that the Seller(s) fully understand the terms of this Agreement and have received a copy of this Agreement on the ..... day of ....., 20 .....**

..... (Date)  
(Signature of Seller)

..... (Date)  
(Signature of Seller)

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## Temiskaming Shores

### Non-Collusion Affidavit


I/We LINDA MILLER the undersigned am fully informed respecting the preparation and contents of the attached quotation and of all pertinent circumstances respecting such bid.

Such bid is genuine and is not a collusive or sham bid.

Neither the bidder nor any of its officers, partners, owners, agents, representatives, employees or parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with any other Bidder, firm or person to submit a collective or sham bid in connection with the work for which the attached bid has been submitted nor has it in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other Bidder, or to fix any overhead, profit or cost element of the bid price or the price of any bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Temiskaming Shores or any person interested in the proposed bid.

The price or prices quoted in the attached bid are fair and proper and not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

The bid, quotation or proposal of any person, company, corporation or organization that does attempt to influence the outcome of any City purchasing or disposal process will be disqualified, and the person, company, corporation or organization may be subject to exclusion or suspension.

Name of Brokerage: MILLER REALTY GROUP INC.  
Address: 127 WHITEWOOD AVE.  
Contact Person: LINDA MILLER.  
Phone No.: 7056476444 Email: lindamiller@peosma.ca  
Signature: 

**Form of Quotation**

This Addendum replace the original Form of Quotation and Real Estate Brokerages are to complete the following:

Please complete the information below and submit as part of your quotation:

Name of Brokerage: MILLER REALTY GROUP INC.

Address: 127 WHITEWOOD AVE NEW LISSEX RD 018

Contact Person: LINDA MILLER

Phone No.: 7056776444 Email: lindamiller@psma.ca

Signature: 

Commission percentage of: 3.8 %



Miller Realty Group Inc., Brokerage  
127 Whitewood Avenue (W)  
New Liskeard, ON  
P0J 1P0

Phone: (705) 647-6444  
Email: [Lindamiller@persona.ca](mailto:Lindamiller@persona.ca)  
Website: [www.mrgi.ca](http://www.mrgi.ca)

# SELLER'S MARKETING PLAN

**Miller Realty Group Inc., Brokerage**

**PROJECT NAME**

Bucke Park Campground  
Commerical Listing  
June 2019

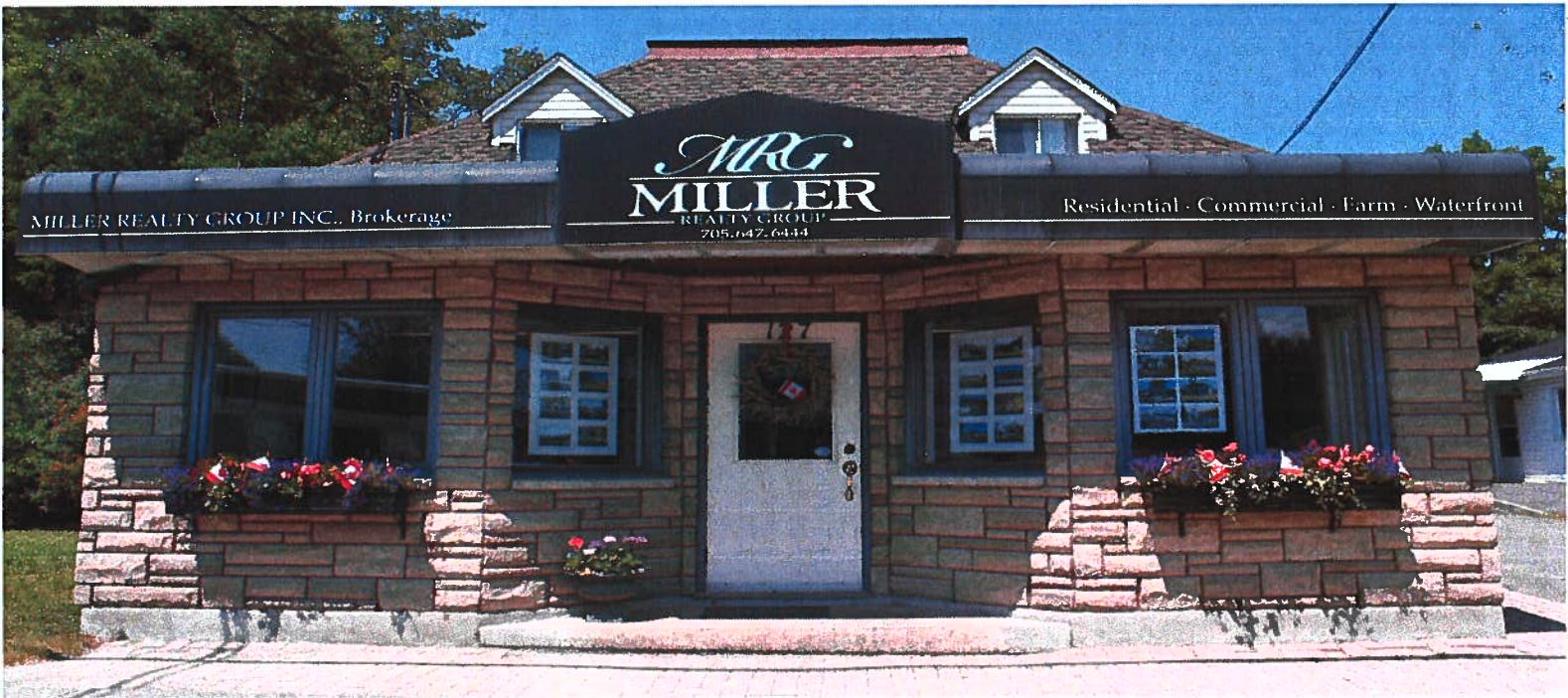
**PERSONAL INCHARGE**

Linda Miller  
Real Estate Agent  
Miller Realty Group Inc.,  
Brokerage

**CONTACT**

Linda Miller  
[Lindamiller@persona.ca](mailto:Lindamiller@persona.ca)  
(705) 647-6444





## ABOUT OUR COMPANY

Miller Realty Group Inc., Brokerage, is an independent Real Estate company located in North-Eastern Ontario, which was developed by Linda Miller and her daughter Jada in 2006. Linda, originally from Kapuskasing, Ontario, moved to the area in 1977 with her husband John and young family, and opened a jean store in the, newly built, Temiskaming Square Mall. Her love for the north and entrepreneurial spirit allowed her to raise her family and pursue her passion for business. In 1993, Linda began selling real estate soon joined by her daughter Jada in 2005. Together they fostered the idea to develop their own brand, combining their strengths in business, and strong



**EXPERIENCED**  
13 years running their own agency and 26 years of real estate experience.



**CONFIDENTIALTY**  
We value the importance of building and developing trust with our clients.



**PROFESSIONAL EXCELLENCE**  
Our agents enforce and follow strong ethical procedures in a professional manner

## BRAND INFORMATION

Miller Realty Group is focused on principles of professional excellence, high ethical standards, hard work and most importantly, confidentiality. Due to the nature of conducting business in a small community, we understand the importance of communication while maintaining privacy for our clients. Our small business of two quickly grew to 4 agents strong, having recently hired a digital marketing co-op student to help continue to develop their strong branch and reach over the Internet.



All of the agents and employees within our business were raised within the North which provides them outstanding knowledge and reach within Temiskaming Shores and surrounding areas. By doing so we have developed a strong presence within our communities and created a strong brand name and image that attract both potential buyers and sellers. Miller Realty group is showing continuous growth due to our success, brand excellence and reach globally, nationally, and especially within Temiskaming Shores and surrounding communities.

## BRAND SITUATION ANALYSIS

### CURRENT SITUATION

Miller Realty Group already has the main building blocks implemented in order to develop success for our buyer and sellers. We have already created a presence in 2 of the major social media platforms; that are applicable for our target market and industry. Our dominant presence on these platforms created a strong loyal following base on their social media platforms that helps them reach our intended audiences. Our website and years of experience in real estate in the northern Ontario provides us with the ability to achieve a presence on the Internet through search engines that helps generate sales and leads for our clients listings.

### COMPETITION ANALYSIS

Despite Miller Realty Group Inc., Brokerage being classified as a younger Real Estate Agency on our own for 14 years. We have proven to be a dominate competitor within our communities. With some of the agents have over 25 years of real estate experience and others with diverse range of experience in business related fields that help generate sales and success for our business.

Miller Realty Group's strong reach to area's outside of Temiskaming Shores and the surrounding communities also provide us with a competitive edge. Our use of MLS (Multiple Listing Service) means that our listings are updated to a database called Realtor.ca , the most globally recognized website to search for real estate. Our membership with CREA (Canadian Real Estate Association) allows us to use this service . We also have the ability to post our listings in other boards/areas in Ontario (Toronto Real Estate Board) so we are able to reach more Realtors , if required social media and our current website demonstrates our ability to reach new markets, appeal to wide range of buyers and sellers and a wide range of different target markets. Miller Realty Groups continuous growth and dominate use of technology shows that their business has no barriers and by doing so are able to reach people from all over

## PROJECT BRIEF: WHAT WE WILL DO

Our agency will be advertising listings across several channels, on websites, and social media. Bucke Park Campground's commercial listing will be placed on MLS (multiple listing services) also known as Realtor.ca which is Canada's largest real estate listing website. This will provide our sellers the opportunity to reach a wider audience and provide a further reach on the digital landscape. All listing will also be posted across on our website and across both social media accounts with the ability to implement an email marketing campaign and Google Ads.



### STEP 1 Awareness

**Marketing Plan**  
Discuss marketing objectives, target market, demographic and audience. Determine key features of the listing and area's we need to capitlize on.



### STEP 2 Penetration

**Advertising Plan**  
Take photo's of the property with DSLR camera, posting on social media. The ability to create posts and marketing ad's that are create digital, informative , attractive flyers.



### STEP 3 Selling

**Networking Plan**  
List commercial property on our website, on MLS Canada's largest real estate website and across our social media and set up showings and open houses



## GOALS & OBJECTIVES



We want to provide Bucke Park Campground with the ability to reach a large variety of buyers. With our use of technology to capture high quality photos and videos and gather exceptional content we will be able to construct a strong marketing plan that will help them sell their business with little stress for the best price. Listing their commercial property across several websites and social media channels will provide them with the ability to reach a larger audience.

### GOALS:

- Well being able to provide maximum impact and reach for our seller for the best rate.
- Find a buyer that will maintain and meet the expectations of the sellers needs.
- Create awareness on the listing in Temiskaming Shores and Surrounding Areas.

### OBJECTIVES:

- Services to attract and reach selected target market.
- Provide exceptional customer service both buyer and the seller.
- Gain a strong presence across various social media platforms.

## OUR MARKETING SERVICES

Bucke Park Campground is located steps away from one of Temiskaming Shores largest attractions Devils Rock following a beautiful 45 minute hiking trail. Bucke Park has approximately 37 seasonal campsites, 4 transients sites and a handful of tent sites. They offer the ability for campers to participate in off shore fishing, go for a swim on their sandy beach or play in their park. Here is how our company will take the proper steps in creating a marketing plan for Bucke Park Campground.

### Networking

Provide listings on websites such as MLS; Realtor.ca, Miller Realty Group and Kiji. Also throughout social media platforms.

1

### Service

We work as a team at our agency and with recent hire of a digital marketing manager we can provide our clients with more support.

2

### Marketing

Taking high quality photos and newly added video tours to property websites, social media and ads in the local newspaper.

3

### Advertising

Advertises our listings across several platforms with beautifully designed ads on social media.

4



### POSITIONING

Strong and competitive advantage within their community with ties to local charity's and organizations.

### TARGET MARKET

Several marketing practices and channels available in order to market to intended audiences.

### STRATEGY

Implementing a well designed strategy for each client. Our ability to reach new markets and in an appealing way.

## OUR MARKETING TEAM

At Miller Realty Group Inc., Brokerage we value every one of our clients. Focusing our efforts on providing open and transparent communication with our buyers and sellers well ensuring high levels of confidentiality. Our real estate agents, and marketing team will work together to create a marketing plan for your business that will provide you with the ability to have a clear understanding of the steps and processes we are taking to provide the best exposure for your listings.

Between our strong marketing services, exceptional advertising skills and our growing network we will be able to provide Bucke Park Campground with the exposure it needs. From listings across several well known websites in Canada, advertising across our social media platforms and the potential possibility of implementing an email marketing campaign, Google advertising that we can use help sell this efficiently and effectively. We want to make this commercial property sale process as easy as possible for our client with our experienced real estate agents and marketing manager there every step of the way.



**Linda Miller**  
Real Estate Agent/Sales

**EXPERIENCES**  
25 years Real Estate,  
Business Owner,  
Management,

**EXPERTISE**  
Real Estate (99%)

Sales (95%)

Management (90%)



**Jada Miller**  
Marketing/Real Estate Agent

**EXPERIENCES**  
14-years Real Estate, Business  
Owner, Management

**EXPERTISE**  
Real Estate (99%)

Marketing (90%)

Sales (95%)



**Morgan Johanson**  
Digital Marketing Manager

**CERTIFICATIONS**  
Google Ads, Google Analytics,  
Social Media, Digital  
Marketing

**EXPERTISE**  
Marketing (90%)

Social Media (95%)

Digital Marketing (99%)

## PREVIOUS COMMERCIAL CLIENTS

Here at Miller Realty Group we have had previous experience selling commercial listings. From waterfront camps and cottages to motels, we demonstrated success is selling these unique properties in our areas. A few of the listings stated below:

**Sunnydale  
Cottages**

**Edgewater  
Motel**

**Malden Bay  
Camp**





Miller Realty Group Inc.,  
Brokerage  
127 Whitewood Avenue (W)  
New Liskeard, ON  
P0J 1P0

Phone: (705) 647-6444  
Email: [Lindamiller@persona.ca](mailto:Lindamiller@persona.ca)  
Website: [www.mrgi.ca](http://www.mrgi.ca)

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Miller Realty Group Inc., Brokerage serving the North-Eastern Ontario for over 14 years.  
We continue to practice strong ethical standards of business while valuing our customers  
confidentiality in order to allow our clients to communicate in an open and safe manner. Our  
new and improved social media marketing plans provide opportunities for both our buyers  
and sellers! Thanks for reading. @copyright @All Rights Reserved.

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

**By-law No. 2019-114**

**Being a by-law to enter into an agreement with Compass Minerals Canada Corp. for the Supply and Delivery of Bulk Course Highway Salt at various locations within the City of Temiskaming Shores**

**Whereas** under Section 8 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, the powers of a municipality shall be interpreted broadly to enable it to govern its affairs as it considers appropriate and to enhance the municipality's ability to responds 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-021-2019 at the July 9, 2019 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an agreement with Compass Minerals Canada Corp. for the Supply and Delivery Bulk Course Highway Salt for the 2019-2020 Winter Operations for consideration at the July 9, 2019 Regular Council meeting;

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

1. That Council authorizes the entering into an agreement with Compass Minerals Canada Corp. for the supply and delivery of Bulk Course Highway Salt at various locations for Winter Operations for the 2019-2020 and 2020-2021 seasons in the amount of \$127.00 per tonne plus applicable taxes, a copy of which is attached hereto as Schedule "A" and forming part of this by-law;
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

**Read a first, second and third time and finally passed** this 9<sup>th</sup> day of July, 2019.

---

Mayor – Carman Kidd

---

Clerk – David B. Treen





Schedule “A” to

**By-law 2019-114**

Agreement between

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

and

**Compass Minerals Canada Corp.**

for the Supply and Delivery of Bulk Course Highway Salt



**This agreement** made in duplicate this 9<sup>th</sup> day of July 2019.

Between:

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

And:

**Compass Minerals Canada Corp.**  
(hereinafter called "the Contractor")

Witnesseth:

That the Owner and the Contractor shall undertake and agree as follows:

**Article I:**

The Contractor will:

- a) Provide all material and perform all work described in the Contract Documents entitled:

**Corporation of the City of Temiskaming Shores  
Supply and Delivery of Bulk Course Highway Salt  
Tender No. PWO-RFT-006-2019**

- b) Do and fulfill everything indicated by this Agreement and in the Form of Agreement, attached hereto as Appendix 01 and forming part of this agreement; and
- c) Complete, as certified by the Engineer, all the work by **April 30<sup>th</sup> of each year.**

**Article II:**

The Owner will:

- a) Pay the Contractor in lawful money of Canada for the material and services aforesaid **One Hundred and Twenty-Seven Dollars and Zero Cents (\$127.00) per tonne plus applicable taxes** subject to additions and deductions as provided in the Contract Documents.
- b) Make payment on account thereof upon delivery and completion of the said work and receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such invoice.

**Article III:**

All communications in writing between the parties, or between them and the Engineer shall be deemed to have been received by the addressee if delivered to the individual or to a member of the firm or to an officer of the Owner for whom they are intended or if sent by hand, Canada Post, courier, facsimile or by another electronic communication where,

during or after the transmission of the communication, no indication or notice of a failure or suspension of transmission has been communicated to the sender. For deliveries by courier or by hand, delivery shall be deemed to have been received on the date of delivery; by Canada Post, 5 days after the date on which it was mailed. A communication sent by facsimile or by electronic communication with no indication of failure or suspension of delivery, shall be deemed to have been received at the opening of business on the next day, unless the next day is not a working day for the recipient, in which case it shall be deemed to have been received on the next working day of the recipient at the opening of business.

The Contractor:

**Compass Minerals Canada Corp.**  
6700 Century Ave. Suite 202  
Mississauga, Ontario  
L5N 6A4

The Owner:

**City of Temiskaming Shores**  
P.O. Box 2050 / 325 Farr Drive  
Haileybury, Ontario  
P0J 1K0

The Director:

**Director of Public Works**  
**City of Temiskaming Shores**  
P.O. Box 2050  
325 Farr Drive  
Haileybury, Ontario  
P0J 1K0

**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 )

Contractor's Seal )  
(if applicable) )

Municipal Seal )

**Compass Minerals Canada Corp.**

\_\_\_\_\_  
Director of Sales – Vittorio Toneatti

\_\_\_\_\_  
Witness  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Corporation of the City of  
Temiskaming Shores**

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Clerk – David B. Treen



Appendix 01 to  
Schedule "A" to

**By-law No. 2019-114**

Form of Agreement



## Form of Tender

Each FORM OF TENDER should contain the legal name under which the Bidder carries on business, telephone number and fax number, as well the name or names of appropriate contact personnel which the City may consult regarding the Tender.

I/We, the undersigned, have carefully examined the attached documents and conditions of the Tender. I/We understand and accept those specifications, conditions, and details as described herein, and, for these rates/prices offer to furnish all equipment, labour, apparatus and documentation as are required to satisfy this Tender.

All prices offered in this tender are firm, irrevocable and open for acceptance by the City for a period of thirty (30) days. The City will not reimburse any Bidder for any cost or expense of any kind incurred in preparation or submission of any response to this Request for tender.

*NOTE: All portions of "Form of Tender" must be accurately and completely filled out.*

### Section 1

Item	Delivery Location	Qty. Tonne	Unit Price. 2019/20	Amount, \$
<b>Schedule "A" - Bulk Coarse Highway De-icing Salt. TO BE DELIVERED PRIOR TO OCTOBER 01<sup>st</sup>, 2019 AND IN EACH SUBSEQUENT YEAR. (Quantities are derived based on an average truckloads of +- 40 tonnes)</b>				
1	Dymond Public Works Yard, 181 Drive Inn Theatre Road, New Liskeard ON	120	\$127.00	\$15,240.00
2	New Liskeard Public Works Yard, 200 Lakeshore Drive, New Liskeard ON	240	\$127.00	\$ 30,480.00
3	Haileybury Public Works Yard, 1 View Street, Haileybury, ON	300	\$127.00	\$ 38,100.00

This is Page 1 of 6 to be submitted



<b>Schedule "B" - Bulk Coarse Highway De-icing Salt. TO BE DELIVERED AS AND WHEN REQUIRED AS NOTIFIED BY THE MUNICIPALITIES ROAD SUPERINTENDENT OR HIS DESIGNATE IN EACH YEAR OF THE AGREEMENT FOLLOWING THE INTIAL DROP. (Quantities are derived based on an average truck loads of +- 40 tonnes)</b>				
<b>Item</b>	<b>Delivery Location</b>	<b>Qty. Tonne</b>	<b>Unit Price. 2019/20</b>	<b>Amount, \$</b>
4	Haileybury Public Works Yard, 1 View Street, Haileybury, ON	600	\$127.00	\$76,200.00
5	New Liskeard Public Works yard, 200 Lakeshore Road, New Liskeard, On	800	\$127.00	\$101,600.00
			<b>Sub-Total</b>	\$261,620.00
			<b>H.S.T.</b>	\$34,010.60
			<b>Total</b>	\$295,630.60

Prices for 2020/21, 2021/22 will be negotiated at the anniversary of the contract. If either of the parties is unable to agree on a fair and reasonable price, in the second or third year, the City reserves the right to re-tender for the supply all materials, labour, supervision, machinery, tools and all other necessary equipment for the supply and delivery of bulk highway road salt as described elsewhere in this document, without claim by the supplier.



I/We Compass Minerals Canada Corp. offer to supply the requirements stated within.

the corresponding total cost of \$ 295,630.60 Tax included.

I/We hold the prices valid for 30 (thirty) days from submission date.

I/We will deliver the required material / equipment within 2 - 4 calendar days from receiving a signed order and prior to October 01<sup>st</sup> 2018 for schedule A.

The specifications have been read over and agreed to this 13th day of June 2019.

<b>Company Name</b> Compass Minerals Canada Corp.	<b>Contact name (please print)</b> Vittorio Toneatti
<b>Mailing Address</b> 6700 Century Ave., Suite 202 Mississauga , ON	<b>Title</b> Director of Sales Canada
<b>Postal Code</b> L5N 6A4	<b>Authorizing signature</b>  Vittorio Toneatti, Director of Sales Canada <b>"I have the authority to bind the company/corporation/partnership."</b>
<b>Telephone</b> 1-905-813-6972	<b>Fax</b> 1-888-655-8888
<b>Cell Phone if possible</b> 905-301-3507	<b>Email</b> toneattiv@compassminerals.com

**Page 3 of 6 to be submitted**



**City of Temiskaming Shores**  
**PWO-RFT-006-2019**  
**Supply and Delivery of Bulk Roadway De-Icing Salt**

**Non Collusion Affidavit**

I/ We Compass Minerals Canada Corp. the undersigned, am fully informed respecting the preparation and contents of the attached Tender and of all pertinent circumstances respecting such Bid.

Such Bid is genuine and is not a collusive or sham Bid.

Neither the Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with any other Bidder, firm or person to submit a collective or sham Bid in connection with the work for which the attached Bid has been submitted nor has it in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the price of any Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Temiskaming Shores or any person interested in the proposed Bid.

The price or prices quoted in the attached Bid are fair and proper and not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

The Bid, Tender or Proposal of any person, company, corporation or organization that does attempt to influence the outcome of any City purchasing or disposal process will be disqualified, and the person, company, corporation or organization may be subject to exclusion or suspension.

Dated at Mississauga, Ontario this 13th day of June, 2019.

Signed

  
\_\_\_\_\_  
Vittorio Toneatti

Company Name

Compass Minerals Canada Corp.

Title

Director of Sales Canada

**Page 4 of 6 to be submitted**





**City of Temiskaming Shores  
PWO-RFT-006-2019  
Supply and Delivery of Bulk Roadway De-Icing Salt**

**Conflict of Interest Declaration**

Please check appropriate response:

- I/we hereby confirm that there is not nor was there any actual or perceived conflict of interest in our quotation submission or performing/providing the Goods/Services required by the Agreement.
- The following is a list of situations, each of which may be a conflict of interest, or appears as potentially a conflict of interest in our Company's quotation submission or the contractual obligations under the Agreement.

List Situations:

---



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In making this quotation submission, our Company has / has no (*strike out inapplicable portion*) knowledge of or the ability to avail ourselves of confidential information of the City (other than confidential information which may have been disclosed by the City in the normal course of the quotation process) and the confidential information was relevant to the Work/Services, their pricing or quotation evaluation process.

Dated at Mississauga, Ontario this 13th day of June, 2019.

Firm Name Compass Minerals Canada Corp.

Bidder's Authorization Official Vittorio Toneatti

Title Director of Sales Canada

Signature 

**Page 5 of 6 to be submitted**



**City of Temiskaming Shores  
PWO-RFT-006-2019  
Supply and Delivery of Bulk Roadway De-Icing Salt**

**Appendix A**

**Accessibility for Ontarians with Disabilities Act, 2005 Compliance Agreement**

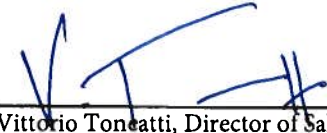
I/We, by our signature below, certify that we are in full compliance with Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service made under the *Accessibility for Ontarians with Disabilities Act, 2005*. If requested, we are able to provide written proof that all employees have been trained as required under the act.

This regulation establishes accessibility standards for customer service as it applies to every designated public sector organization and to every person or organization that provides goods or services to members of the public or other third parties and that have at least one employee in Ontario.

Name Vittorio Toneatti, Director of Sales Canada Company Name Compass Minerals Canada Corp.

Phone Number 1-905-813-6972

Address 6700 Century Ave. Suite 202 Mississauga, ON L5N 6A4

I,  Vittorio Toneatti, Director of Sales Canada, declare that I, or my company, are in full compliance with Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service under the *Accessibility for Ontarians with Disabilities Act, 2005*.

I, \_\_\_\_\_, declare that I, or my company, are not in full compliance with Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service under the *Accessibility for Ontarians with Disabilities Act, 2005*, yet fully agree to meet the required compliance training standards on or before the delivery of the required goods and/or services. In an effort to assist non-compliant vendors, a link to a free e-learning course module called Serve-Ability, Transforming Ontario's Customer Service is available at [www.gov.on.ca/mcss/serveability/splash.html](http://www.gov.on.ca/mcss/serveability/splash.html).

Date: June 13, 2019

**Page 6 of 6 to be submitted**



**Compass Minerals**  
6700 Century Avenue  
Suite 202  
Mississauga, ON L5N 6A4  
www.compassminerals.com

T (905) 567-0231

**UNANIMOUS WRITTEN CONSENT  
OF THE BOARD OF DIRECTORS  
OF  
COMPASS MINERALS CANADA CORP.**

**Effective May 7, 2019**

The undersigned, being all of the members of the board of directors of Compass Minerals Canada Corp., a Nova Scotia unlimited company (the "Company"), hereby consent in writing pursuant to the provisions of subsection 91(1) of the Companies Act (Nova Scotia) to the adoption of the following resolutions without a meeting and waive any notice required in connection therewith.

**Authorized Signatories**

**WHEREAS**, from time to time, it is desirable for individuals to sign documents on behalf of the Company in connection with sales transactions relating to the Company's Highway Sales Department.

**NOW, THEREFORE, BE IT RESOLVED**, that the following individuals (the "Authorized Signatories") be, and each of them hereby is, authorized, subject to applicable limitations under the Company's Delegation of Authority Policy, on behalf of the Company to sign bids, performance bonds and contracts for the sale of sodium chloride and other deicing products, and to sign any other documents which, in his or her opinion, are necessary or desirable in order to effectuate and carry out the foregoing, and all other individuals who were so authorized prior to the date first written above are no longer so authorized:

Kevin S. Crutchfield	President and CEO
Anthony J. Sepich	Senior Vice President, Salt
James D. Standen	Chief Financial Officer and Treasurer
Diana C. Toman	Senior Vice President, General Counsel and Corporate Secretary
Vittorio Toneatti	Director of Sales Canada
Kenneth Johnston	Director Sales and Customer Service (Consumer & Industrial)
Julie McCron	Highway Sales Manager
Guylaine Gaudet	Highway Sales Manager

**General**

**RESOLVED**, that the officers of the Company are, and each of them is, hereby authorized, for and on behalf of the Company, to execute, deliver, file, acknowledge and record any and all such documents and instruments, and to take or cause to be done any and all such other things as they, or any of them, may deem necessary or desirable to effectuate and carry out the resolutions adopted hereby; and



**Compass Minerals**  
6700 Century Avenue  
Suite 202  
Mississauga, ON L5N 6A4  
www.compassminerals.com

T (905) 567-0231

**FURTHER RESOLVED**, that any actions previously taken or caused to be taken by any officer of the Company or any Authorized Signatory in connection with the matters contemplated by these resolutions, or in carrying out the terms and intentions of the above resolutions, are hereby acknowledged to be duly authorized acts performed on behalf of the Company and are hereby ratified, confirmed and adopted as such.

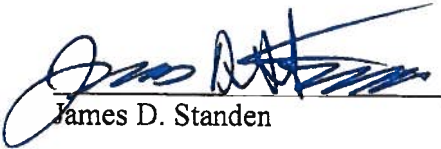
[Signature Page Follows]

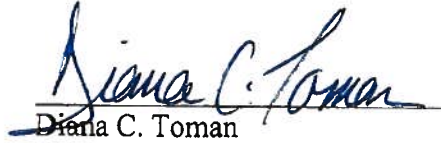


**Compass Minerals**  
6700 Century Avenue  
Suite 202  
Mississauga, ON L5N 6A4  
www.compassminerals.com

T (905) 567-0231

The undersigned have caused this consent to be duly executed as of the date first written above. This consent may be executed via .pdf, facsimile or other electronic means and in two or more counterparts, each of which will be deemed an original, and all of which together will constitute one and the same instrument.

  
James D. Standen

  
Diana C. Toman

Clearance Certificate / Certificat de décharge

Contractor Legal / Trade Name / Appellation commerciale ou raison sociale de l'entrepreneur	Contractor Address / Adresse de l'entrepreneur	Contractor Classification Unit and Description / Unité de classification de l'entrepreneur et description	Principal Legal / Trade Name / Appellation commerciale ou raison sociale de l'entrepreneur principal	Principal Address / Adresse de l'entrepreneur principal	Clearance certificate number / Numéro du certificat de décharge	Validity period (dd-mm- yyyy) / Période de validité (jj/mm/aaaa)
COMPASS MINERALS CANADA CORP. / COMPASS MINERALS CANADA-1	PO BOX 370 STN MAIN, C/O JENNIFER VERDAM- WOODWORTH, GODERICH, ON, N7A3Y9, CA	0625-000: Salt Mines	City of Temiskaming Shores	325 Farr Drive, Halleybury, ON, POJ 1K0, CAN	E200000G6LEZ	10-Jun-2019 to 19-Aug-2019

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

**By-law No. 2019-115**

**Being a by-law to authorize the entering into a lease agreement with the Temiskaming Festival of Music for the rental of space at the New Liskeard Community Hall**

**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** the Council of The Corporation of the City of Temiskaming Shores deems it desirable to enter into an Agreement with The Literacy Council of South Temiskaming for the rental of space at the Haileybury Medical Centre;

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

1. That the Mayor and Clerk be authorized to enter into an Agreement with The Temiskaming Festival of Music for the rental of space at the New Liskeard Community Hall, a copy of which is attached hereto as Schedule "A" and forming part of this by-law;
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law.

**Read a first, second and third time and finally passed** this 9<sup>th</sup> day of July, 2019.

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Mayor – Carman Kidd

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Clerk – David B. Treen

Schedule "A" to  
**By-law No. 2019-000**  
Agreement between  
**The Corporation of the City of Temiskaming Shores**  
and  
**The Temiskaming Festival of Music**

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**LEASE**

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Administered by:  
**The City of Temiskaming Shores**  
P.O. Box 2050  
Haileybury, Ontario  
P0J 1K0



**This lease** made this 9<sup>th</sup> day of July, 2019.

Between:

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

And:

**The Temiskaming Festival of Music**  
(hereinafter called the "Lessee")

**Whereas** the Lessor is the owner of the building known as the New Liskeard Community Hall (hereinafter called the "Building"), having an entrance off Whitewood 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 upper level in the Lessor's Building containing a rentable space located at 90 Whitewood Avenue, City of Temiskaming Shores, Ontario.

**2. Ingress and Egress**

**Together** with the right of ingress and egress for the Lessee's employees, servants and agents, customers, patients and invitees, and the use of elevators, entrances, lobbies, hallways, stairways, 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, 2019 and ending on the 30<sup>th</sup> September, 2022.

**4. Rent**

Any paying therefore, to the Lessor, subject to the provisions of this Lease, the sum of one hundred dollars (\$100) including HST per month payable on the first day of each and every month during the term hereof.

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 if so required;
- 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 operating the elevators, 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, elevators, 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 a health team member 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 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;

- 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;
- k) **Termination by Tenant** – Notwithstanding any unexpired term of this agreement, in the event that the Tenant is not otherwise in default of the terms of this lease, he shall be entitled to terminate this lease upon giving 60 days written notice to the Landlord and upon payment to the Landlord of a penalty equal to three months rental.
- l) **Monthly tenancy** – If upon the termination of this lease or any extension thereof the Landlord permits the Tenant to remain in possession of the Lands and Building and accepts rent, a tenancy from year to year is not created by implication of law and the Tenant is deemed to be a monthly tenant only, subject to all the terms and conditions of this lease except as to duration.
- m) **Notice** – the Tenant must give 60 days notice in writing if they wish to end their tenancy and they must have the property vacated by the final day of their 60 days notice.
- n) **Insurance** - The tenant shall maintain adequate insurance coverage on its equipment, supplies, inventory and the Tenant's fixtures and all other property belonging to it. The Tenant agrees to not carry on or permit to be carried on any business in the Building which may make void or voidable any insurance held by the Landlord or other occupants of the Building.

The tenant will keep in force a full policy of public liability insurance with respect to the business operated by the Tenant in the Leased Premises. The policy shall name the Landlord and Tenant as insured and shall contain a clause that the insurer will not cancel or change the insurance without first giving the Landlord 10 day's written notice. A certificate of such insurance shall be delivered to the Landlord prior to the commencement of the term and, so far as renewals are concerned, thirty days prior to the expiry of any such policy.

## 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 levied against the premises or to the Landlord on account thereof;
- c) **Access** - to permit the Tenant, its employees, and all persons lawfully requiring communication with them to have the use at all reasonable times in common with other of the main entrance and the stairways and corridors of the building leading to the premises;
- d) **Air conditioning** - to install and operate air conditioning units to air condition the premises at the expense of the Landlord;
- e) **Electricity and water** - to pay for the electricity and water supplied to the premises;
- f) **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 is done daily five days of the week;
- g) **Heat** - to heat the premises;
- h) **Plug-ins** - to provide outside plug-in service for not less than 18 cars in the staff parking area adjacent the premises;
- i) **Structural soundness** - to keep the premises, common areas and parking lot structurally sound and to look after any structural defects which may arise;
- j) **Notice** – the Landlord can terminate the lease upon giving 60 days written notice; and
- k) **Insurance** - The Landlord shall maintain adequate fire and other perils insurance coverage on the Leased premises and its fixtures for the full value thereof and shall maintain such insurance throughout the term of this Lease and any renewal thereof. Such policy shall contain a waiver of subrogation as against the Tenant and its employees and officers.

## 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;
  - 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;
- i) **Right of termination** - 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;
- j) **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;

- k) **Overholding** - 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;
- l) **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 designate 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;
- m) **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; and

- n) **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 P.O. Box 2050, Haileybury, Ontario, P0J 1K0 and in the case of notice to the Tenant, to P.O. Box 2010, Haileybury, Ontario, P0J 1K0. 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.

## **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.

**Remainder of Page left blank intentionally**





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

**By-law No. 2019-116**

**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 July 9, 2019**

**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 **July 9, 2019** 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 9<sup>th</sup> day of July, 2019.

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Mayor – Carman Kidd

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Clerk – David B. Treen