



The Corporation of the City of Temiskaming Shores
Regular Meeting of Council
Tuesday, April 21, 2020
6:00 P.M.
Electronic Meeting

Agenda

1. **Call to Order**

2. **Roll Call**

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

4. **Approval of Agenda**

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

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 Resolution

Moved by: Councillor

Seconded by: Councillor

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

- a) Regular meeting of Council – April 7, 2020;

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

7.1. Potential Disposition of Land

Applicant: First Cobalt

Property: Portion of Lorrain Avenue

Purpose: The applicant owns on either side of the Road Allowance and requires contiguous ownership.

7.2. Potential Disposition of Land

Applicant: Sharon Hetu & Roger Laferriere

Property: Portion of Paget Street

Purpose: The applicant's residence is adjacent to an unopened portion of Paget Street and are desirous of implementing some landscaping features that would assist in preventing further land slippages adjacent to the Wabi River.

8. Question and Answer Period

9. Presentations / Delegations

10. Communications

- a) Stewart Strathearn, Mayor – Town of Midland

Re: Support – Waive Property Taxes for 2020

Reference: Received for Information

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

Re: Update – Planning applications

Reference: Received for Information

- c) Association of Municipalities of Ontario

Re: Update – Bill 189 Coronavirus Support and Protection Act

Reference: Received for Information

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

Re: Update – Provincial Emergency

Reference: Received for Information

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

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 Resolution

Moved by: Councillor

Seconded by: Councillor

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

- a) Minutes of the Temiskaming Shores Public Library Board meeting held on March 18, 2020.

12. Committees of Council – Internal Departments

13. Reports by Members of Council

14. Notice of Motions

15. New Business

- a) **Administrative Report No. CS-016-001-2020 – Property Tax Instalment – Response to the COVID-19 Pandemic (deferred from the April 7, 2020 Regular Council meeting)**

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-016-2020;

That Council agrees to waive penalty on Property Tax Accounts effective the May 15, 2020 Property Tax Instalment;

That Council agrees to review the timing of the Final 2020 Property Tax Billing and applicable due dates;

That Council respectfully requests that both the District of Timiskaming Social Services Administration Board and the Timiskaming Board of Health consider a deferral of municipal contributions for a period of three months.

- b) **Charitable requests for support for tax reductions, tax exemptions and waiving of various fees and infrastructure charges**

Moved by: Councillor

Seconded by: Councillor

Whereas Council for The City of Temiskaming Shores is entrusted with the financial well-being of the municipality; and

Whereas this financial well-being is in large part supported by the tax revenues collected; and

Whereas Council has been and is often requested to assist with tax reductions, tax exemptions and the waiving of various fees and infrastructure charges; and

Whereas Council has been and is often asked to provide direct financial support or financial guarantees; and

Whereas the reductions, exemptions and support often have immediate impact on the total tax revenues and as such the financial well-being of the municipality.

Now therefore be it resolved that Council for The Corporation of The City of Temiskaming Shores hereby brings into effect the requirement that all tax reductions, tax exemptions, waiving of fees and waiving infrastructure charges hereby be supported by the submission of financial reports to the municipality; and

Further be it resolved that this resolution apply to all current and future reductions, exemptions and requests; and

Further be it resolved that these financial reports be in way of most current registered audit, charitable status reporting, lottery license reports or business plan; and

Further be it resolved that all ongoing reductions, exemptions and requests be supported with yearly reporting.

c) Memo No. 006-2020-CS – Amendment to Lease for Dr. Smith and Dr. Lacasse

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 006-2020-CS; and

That Council directs staff to prepare the necessary by-laws to amend By-law No. 2020-029 (Dr. Smith) to add a 60 ft² examination room and By-law No. 2019-142 (Dr. Lacasse) to remove a 60 ft² examination room for consideration at the April 21, 2020 Regular Council meeting.

d) Administrative Report No. CS-017-2020 – Community Choir Lease

Draft Resolution

Moved by: Councillor
Seconded by: Councillor

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CS-017-2020; and

That Council directs staff to prepare the necessary by-law to enter into a lease agreement with the Community Choir for the rental of space at the New Liskeard Community Hall for consideration at the April 21, 2020 Regular Council meeting.

e) Administrative Report No. PW-010-2020 – Shelly Herbert-Shea Memorial Arena Roof Replacement

Draft Resolution

Moved by: Councillor
Seconded by: Councillor

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. PW-010-2020; and

That Council directs staff to prepare the necessary by-law to enter into an agreement with Blanchfield Roofing Co. Ltd. for the replacement of the roof at the Shelley Herbert-Shea Memorial Arena as detailed in Request for Quotation PW-RFQ-004-2020 – Option B at a total upset cost of \$421,620.00 plus applicable taxes for consideration at the April 21, 2020, Regular Council meeting.

f) Memo No. 000-2020-RS – Splash Pad Project

Draft Resolution

Moved by: Councillor
Seconded by: Councillor

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 000-2020-RS for information purposes and directs staff to consider a deferral of the Splashpad Project as part of the 2020 Capital Budget review.

16. By-laws

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that:

By-law No. 2020-038 Being a by-law to amend By-law No. 2019-018 (Appointment of members to the Public Library Board)

By-law No. 2020-039 Being a by-law to authorize a Lease Agreement with the Community Choir for the rental of space at the New Liskeard Community Hall

By-law No. 2020-040 Being a by-law to enter into an agreement with Blanchfield Roofing Company Limited for the replacement of the roof at the Shelly Herbert-Shea Memorial Arena

By-law No. 2020-041 Being a by-law to amend By-law No. 2019-142 (lease agreement with Dr. Lynne Lacasse for the rental of space at the Haileybury Medical Centre)

By-law No. 2020-042 Being a by-law to amend By-law No. 2020-029 (lease agreement with Dr. Phillip J. Smith for the rental of space at the Haileybury Medical Centre)

be hereby introduced and given first and second reading.

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that

By-law No. 2020-038;

By-law No. 2020-039;
By-law No. 2020-040;
By-law No. 2020-041; and
By-law No. 2020-042.

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

17. Schedule of Council Meetings

- a) Regular – Tuesday, May 5, 2020 at 6:00 p.m.
- b) Regular – Tuesday, May 19, 2020 at 6:00 p.m.

18. Question and Answer Period

19. Closed Session

20. Confirming By-law

Draft Resolution

Moved by: Councillor
Seconded by: Councillor

Be it resolved that By-law No. 2020-043 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 **April 21, 2020** be hereby introduced and given first and second reading.

Draft Resolution

Moved by: Councillor
Seconded by: Councillor

Be it resolved that By-law No. 2020-043 be given third and final reading, be signed by the Mayor and Clerk and the corporate seal affixed thereto.

21. Adjournment

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that City Council adjourns at _____ p.m.

Mayor – Carman Kidd

Clerk – David B. Treen



The Corporation of the City of Temiskaming Shores
Regular Meeting of Council (Electronic Meeting)
Tuesday, April 7, 2020

6:00 P.M.

Minutes

1. Call to Order

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

2. Roll Call

Council: Mayor Carman Kidd; Councillors Jesse Foley, Patricia Hewitt (6:25 pm),
Doug Jelly, Jeff Laferriere, Mike McArthur and Danny Whalen

Present: Christopher W. Oslund, City Manager
David B. Treen, Municipal Clerk
Shelly Zubyck, Director of Corporate Services
Doug Walsh, Director of Public Works
Mathew Bahm, Director of Recreation
Laura-Lee MacLeod, Treasurer
Brad Hearn, IT Administrator
James Franks, Economic Development Officer

Regrets: None

3. Review of Revisions or Deletions to Agenda

None.

4. Approval of Agenda

Resolution No. 2020-211

Moved by: Councillor Laferriere
Seconded by: Councillor Jelly

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. 2020-212

Moved by: Councillor McArthur

Seconded by: Councillor Jelly

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

- a) Regular meeting of Council – March 24, 2020

Carried

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

None.

8. Question and Answer Period

None.

9. Presentations / Delegations

None.

10. Communications

- a) Steve McLean, Club Maintenance Chair – Haileybury Curling Club

Re: Sponsorship – Funding Application to Frog’s Breath

Reference: Motion to be presented Under New Business

- b) Melanie Muncaster, Executive Director – Northern Ontario Heritage Fund Corporation

Re: Funding Declined - Rotary Splash Pad

Reference: Received for Information

- c) Barbara Madigan, Deputy Clerk-Treasurer – Township of Matachewan

Re: Support – Opioid Overdose – National Health Epidemic

Reference: Received for Information

- d) AMO Communications

Re: Update – Province closes Outdoor Recreational Amenities

Reference: Received for Information

- e) Carolyn Hamilton, Director – Ministry of Agriculture, Food and Rural Affairs

Re: Line Fences Act now administered by OMAFRA

Reference: Received for Information

- f) Evelyn Dawes, Deputy Registrar – Local Planning Appeal Tribunal

Re: Adjournment of Hearing Events – Suspension of Timelines

Reference: Received for Information

- g) Louise Briere, Coordinator – New Liskeard Business Improvement Area

Re: Motion to reduce the 2020 BIA levy

Reference: Referred to the Treasurer

Resolution No. 2020-213

Moved by: Councillor Foley
Seconded by: Councillor Whalen

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

Carried

11. Committees of Council – Community and Regional

Resolution No. 2020-214

Moved by: Councillor Laferriere
Seconded by: Councillor McArthur

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

- a) Minutes of the Temiskaming Transit Committee meeting held on February 19, 2020.

Carried

12. Committees of Council – Internal Departments

Resolution No. 2020-215

Moved by: Councillor Jelly
Seconded by: Councillor Laferriere

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

- a) Minutes of the Building Maintenance Committee meeting held on February 27, 2020;
- b) Minutes of the Public Works Committee meeting held on February 27, 2020; and
- c) Minutes of the Protection to Persons and Property Committee meeting held on February 27, 2020.

Carried

13. Reports by Members of Council

Mayor Kidd reported on the following:

- ETRAA: Airport Manager is the midst of retiring and the position has been advertised.
- TSSHC: The construction of the facility is still being worked on; various contractors are working on site. Financing should be finalized this week.
- Landfill: The landfill will be closed to the general public as of April 14, 2020, however Contractors will still be able to access the landfill for the purpose of eliminating the attendant from having to deal with cash.

Note: Councillor Laferriere expressed concern with the closure of the landfill to the general public and that alternative methods of payment could be considered.

Councillor Whalen reported on the following:

- ONTC: The ONTC has been moved out of the Ministry of Energy Northern Development and Mines and is now under the umbrella of MTO.

Councillor Laferriere reported on the following:

- Corporate Services: As Chair has requested the Corporate Services look at the Capital Budget due to the current COVID-19 situation to determine if there are opportunities to retain some cashflow.

14. Notice of Motions

None.

15. New Business

a) **Support – Coastal Gas Link Project**

Resolution No. 2020-216

Moved by: Councillor Whalen
Seconded by: Councillor McArthur

Whereas the dispute regarding the Coastal Gas Link Project in British Columbia is continuing; and

Whereas the dispute has directly affected both the Township of Tyendinaga and the Mohawks of the Bay of Quinte; and

Whereas a resolution of the situation lies in discussion and negotiations with the appropriate parties;

Now therefore the Corporation of the City of Temiskaming Shores petitions those parties to work together to find a successful and peaceful resolution of the pipeline matter as quickly as possible; and

Furthermore, that a copy of this resolution be sent to the Township of Tyendinaga.

Carried

b) Support - Public Buildings - Wood the First Choice

Resolution No. 2020-217

Moved by: Councillor Hewitt
Seconded by: Councillor Foley

Whereas most residential construction is made from wood, however, many public and commercial buildings do not use wood as the primary material although nothing in the Building Code prohibits this type of construction; and

Whereas the Canadian Wood Council through the Wood *WORKS!* Program have been working diligently to create a wood culture in the built environment; and

Whereas Temiskaming Shores sits in the heart of Ontario's 71.1M hectares of forest and is a city committed to the support of over 155,000 direct and indirect forestry jobs in the Province of Ontario; and

Whereas this \$16+ billion-dollar industry is a world leader in forestry practices including the planting of 71.4 M+ trees in 2017 while only harvesting 0.1M hectares (0.5%) of the 27.7M hectares of Crown managed forests annually; and

Whereas Climate is being relabeled as a climate crisis around the world, Greenhouse gas emissions are at all-time highs, and a significant percentage of that is produced from construction; and

Whereas wood is created from solar energy, and only a small quantity of energy is required to convert it into products, thus the recycling and reuse of wood extends the carbon storage period.

Now therefore be it resolved that the Council of the City of Temiskaming Shores hereby supports wood as the first choice for public building construction.

Carried

c) Proclamation – CUPE 5014 – National Day of Mourning

Resolution No. 2020-218

Moved by: Councillor Laferriere

Seconded by: Councillor Whalen

Whereas every day in Canada workers lose their lives on the job; and

Whereas in 2017 the official number of workplace fatalities rose to 951; and

Whereas CUPE local 5014 joins with the Canadian Labour Congress and other unions around the country requesting that flags at City Hall and other operational sites be lowered to half-mast for the National Day of Mourning for Workers Killed or Injured on the Job in order to recognize those across our country that have been killed while at work.

Now therefore be it resolved that Council for the City of Temiskaming Shores hereby proclaims April 28, 2020 as **“National Day of Mourning for Workers Killed or Injured on the Job”** in the City of Temiskaming Shores; and

Furthermore, Council agrees to lower the flag on April 28, 2020 at City Hall.

Carried

d) Tax Receipt – ARTEM application to FCC AgriSpirit Fund

Resolution No. 2020-219

Moved by: Councillor Foley

Seconded by: Councillor McArthur

Whereas ARTEM has applied for \$15,000 in funding assistance under the FCC AgriSpirit Fund for the purchase of folding chairs for the Sainte Croix hall for their programming; and

Whereas ARTEM, based on their structure cannot provide a tax receipt; and

Whereas ARTEM provides programming that is beneficial for the residents of Temiskaming Shores and is aligned with the City’s Cultural Plan.

Now therefore be it resolved that Council for the City of Temiskaming Shores hereby authorizes staff to issue a Tax Receipt if their application is successful.

Carried

e) Memo No. 005-2020-CS – Potential Land Disposition – Portion of Paget Street

Resolution No. 2020-220

Moved by: Councillor Jelly
Seconded by: Councillor Hewitt

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 005-2020-CS; and

That Council authorizes staff to continue with a potential disposition of a portion of Paget Street in accordance with Land Disposition By-law No. 2015-160.

Carried

f) Administrative Report No. CS-008-2020 – Haileybury Family Health Team Lease of Haileybury Medical Centre

Resolution No. 2020-221

Moved by: Councillor Jelly
Seconded by: Councillor Laferriere

Be it resolved that the Council of the City of Temiskaming Shores hereby agrees to defer Resolution No. 2020-222 for an agreement with the HFHT; and

That the current agreement continue at the current rates for an additional three (3) months basis and the entering into an agreement with HFHT be considered at a Regular Council meeting in July 2020.

Carried

Resolution No. 2020-222

Moved by: Councillor McArthur
Seconded by: Councillor Laferriere

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CS-008-2020;

That Council directs staff to increase the rental rates for the use of office space by the Haileybury Family Health Team by 2.0% for 2020; and

That Council directs staff to prepare the necessary by-law to enter into a one (1) year lease agreement with the Haileybury Family Health Team for the use of office space at the Haileybury Medical Centre for consideration at the April 7, 2020 Regular Council meeting.

Deferred

- g) Administrative Report No. CS-014-2020 – Northern Ontario Mining Showcase at Prospectors and Developers Association Conference 2021**

Resolution No. 2020-223

Moved by: Councillor Foley
Seconded by: Councillor Jelly

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CS-014-2020; and

That Council supports staff applying to Fed Nor for funding support to enable the City to lead the Northern Ontario Mining Showcase at the Prospectors and Developers Association of Canada Convention in Toronto from March 7 – 10, 2021.

Carried

- h) Administrative Report No. CS-015-2020 – Funding application to Fed Nor - Canadian Institute of Mining Conference in Montreal 2021**

Resolution No. 2020-224

Moved by: Councillor Whalen
Seconded by: Councillor Jelly

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CS-015-2020; and

That Council supports staff applying to Fed Nor for funding support to enable the City to lead the Northern Ontario Mining Showcase at the Canadian Institute of Mining, Metallurgy and Petroleum (CIM) Convention in Montreal from May 2–5, 2021.

Carried

- i) Administrative Report No. CS-016-2020 – Property Tax Deferrals in Response to the COVID-19 Pandemic**

Resolution No. 2020-225

Moved by: Councillor Jelly
Seconded by: Councillor McArthur

Be it resolved that the Council of the City of Temiskaming Shores hereby agrees to defer Resolution No. 2020-226 for a Property Tax Deferral pending

consideration of an Administrative Report at the April 21, 2020 Regular Council meeting subsequent to the scheduled Corporate Services meeting to be held on April 15, 2020.

Carried

Resolution No. 2020-226

Moved by: Councillor Jelly
Seconded by: Councillor Laferriere

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-016-2020;

That Council agrees to defer the May 15, 2020 Property Tax Instalment to July 15, 2020;

That Council agrees to the proposed third Property Tax Instalment of September 15, 2020 and the proposed fourth Property Tax Instalment of October 15, 2020; and

That Council respectfully requests that both the District of Timiskaming Social Services Administration Board and the Timiskaming Board of Health consider a deferral of municipal contributions for a period of three months.

Deferred

j) Memo No. 004-2020-RS –Farm Credit Canada AgriSpirit Fund Application

Resolution No. 2020-227

Moved by: Councillor Whalen
Seconded by: Councillor Hewitt

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 004-2020-RS; and

That Council hereby authorizes staff to submit a funding application to the Farm Credit Canada AgriSpirit Fund for the Rotary Splash Pad Project.

Carried

k) Memo 005-2020-RS – Sponsorship – Haileybury Curling Club – Frog’s Breath Application

Resolution No. 2020-228

Moved by: Councillor Foley
Seconded by: Councillor Hewitt

Whereas the Haileybury Curling Club (HCC) has applied for funding to the Frog's Breath Foundation in the amount of \$50,000 to assist with the replacement of the Ice Plant; and

Whereas HCC 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 Haileybury Curling Club's funding application to the Frog's Breath Foundation.

Carried

I) Memo No. 006-2020-RS – 2020 Recreation Department Fee Increase

Resolution No. 2020-229

Moved by: Councillor Whalen
Seconded by: Councillor McArthur

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 006-2020-RS; and

Council hereby directs staff maintain current recreational fees for 2020.

Carried

16. By-laws

None.

17. Schedule of Council Meetings

- a) Regular – Tuesday, April 21, 2020 at 6:00 p.m.
- b) Regular – Tuesday, May 5, 2020 at 6:00 p.m.

18. Question and Answer Period

None.

19. Closed Session

Resolution No. 2020-230

Moved by: Councillor McArthur
Seconded by: Councillor Jelly

Be it resolved that Council agrees to convene in Closed Session at 7:25 p.m. to discuss the following matters:

- a) **Adoption of the January 15, 2020 – Closed Session Minutes**
- b) **Adoption of the February 18, 2020 – Closed Session Minutes**
- c) **Adoption of the March 16, 2020 – Closed Session Minutes**
- d) **Under Section 239 (2) (d) of the Municipal Act, 2001 – Labour relations or employee negotiations – Human Resources Update;**
- e) **Under Section 239 (2) (b) of the Municipal Act, 2001 – Personal matter about an identifiable individual including local board employees – Administrative Report No. CS-013-2020 Appointment of members to the Public Library Board**

Carried

Resolution No. 2020-231

Moved by: Councillor Hewitt
Seconded by: Councillor Jelly

Be it resolved that Council agrees to rise with report from Closed Session at 7:59 p.m.

Carried

Matters from Closed Session:

- a) **Adoption of the January 15, 2020 Closed Session Minutes**

Resolution No. 2020-232

Moved by: Councillor McArthur
Seconded by: Councillor Laferriere

Be it resolved that Council approves the January 15, 2020 Closed Session Minutes as printed.

Carried

b) Adoption of the February 18, 2020 Closed Session Minutes

Resolution No. 2020-233

Moved by: Councillor Whalen

Seconded by: Councillor Foley

Be it resolved that Council approves the February 18, 2020 Closed Session Minutes as printed.

Carried

c) Adoption of the March 16, 2020 Closed Session Minutes

Resolution No. 2020-234

Moved by: Councillor Jelly

Seconded by: Councillor McArthur

Be it resolved that Council approves the March 16, 2020 Closed Session Minutes as printed.

Carried

d) Under Section 239 (2) (d) of the Municipal Act, 2001 – Labour relations or employee negotiations – Human Resources Update

Council provided direction to staff in the closed session.

e) Under Section 239 (2) (b) of the Municipal Act, 2001 – Personal matter about an identifiable individual including local board employees – Administrative Report No. CS-013-2020 Appointment of members to the Public Library Board

Resolution No. 2020-235

Moved by: Councillor Hewitt

Seconded by: Councillor McArthur

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-013-2020; and

That Council directs staff to prepare the necessary by-law to amend By-law No. 2019-018 community representatives for term of Council 2019-2022 to appoint Emily Smith and Thomas McLean to the Temiskaming Shores Public Library Board for consideration at the April 21, 2020 Regular Council meeting.

Carried

20. Confirming By-law

Resolution No. 2020-236

Moved by: Councillor Jelly
Seconded by: Councillor Whalen

Be it resolved that By-law No. 2020-037 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 **April 7, 2020** be hereby introduced and given first and second reading.

Carried

Resolution No. 2020-237

Moved by: Councillor Laferriere
Seconded by: Councillor Foley

Be it resolved that By-law No. 2020-037 be given third and final reading, be signed by the Mayor and Clerk and the corporate seal affixed thereto.

Carried

21. Adjournment

Resolution No. 2020-238

Moved by: Councillor McArthur
Seconded by: Councillor Jelly

Be it resolved that City Council adjourns at 7:53 p.m.

Carried

Mayor – Carman Kidd

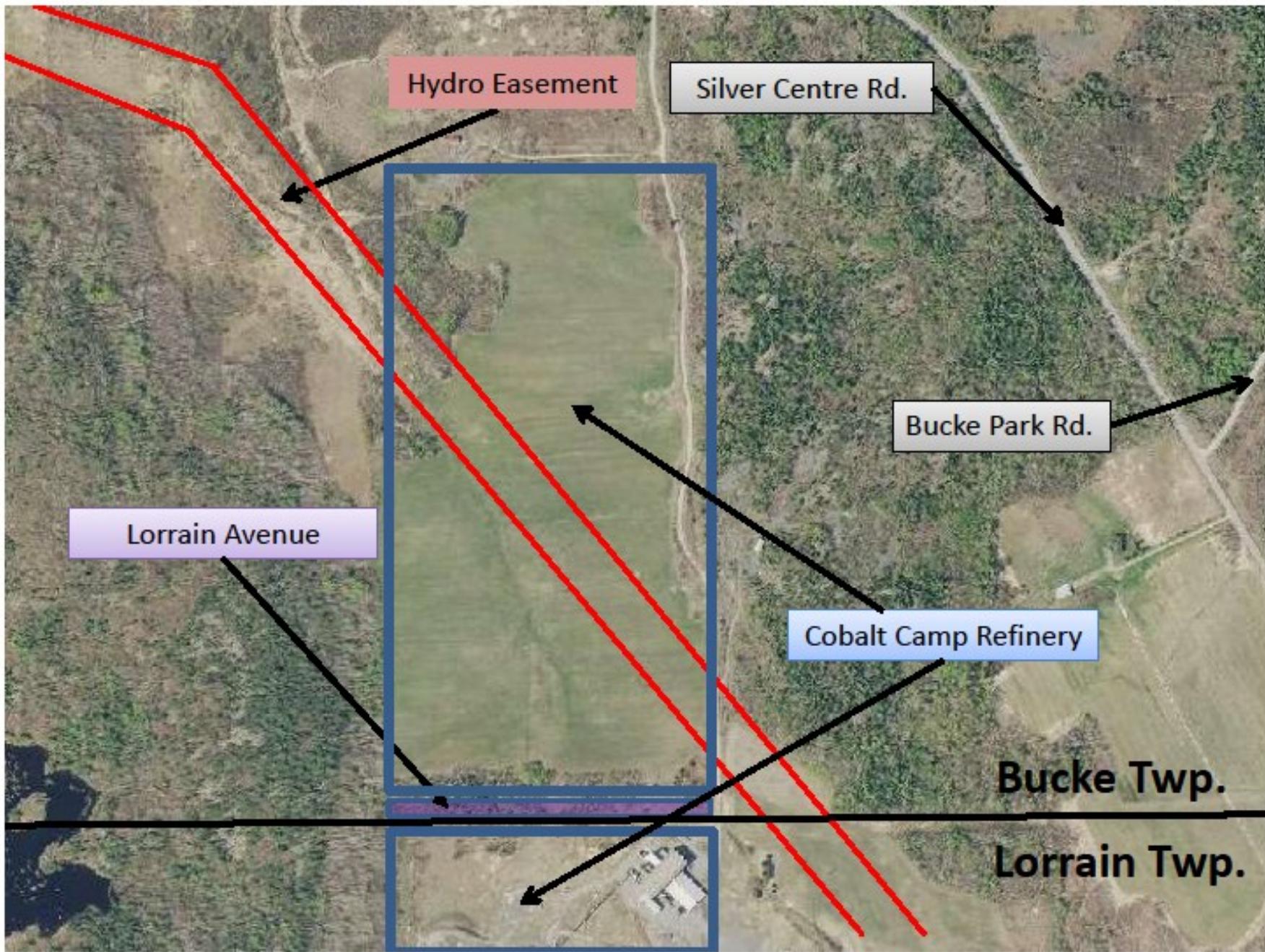
Clerk – David B. Treen

Application to Purchase Municipal Land



Background

- Application from Story Environmental, agent for First Cobalt for the purchase of a portion of Lorrain Avenue located on the boundary between Bucke Twp. And Lorrain Twp.;
- Currently own on either side of the subject property;
- Looking to have continuous ownership;
- Council authorized staff to continue with a potential disposition through Resolution No. 2020-199 at the March 24, 2020 Regular meeting;



Hydro Easement

Silver Centre Rd.

Bucke Park Rd.

Lorrain Avenue

Cobalt Camp Refinery

Bucke Twp.

Lorrain Twp.

Disposition of Land By-law No. 2015-160

Sec 3 – Disposal Method

Recommend a direct sale;

Sec 4 – Determination of Value

Recommend price based on recent sales of \$500 + all associated costs;

Sec 6 – Public Meeting Notice

Notice via Community Bulletin

Additional Information

- Reference Plan being prepared, required for legal description of subject property as well as adopting of a Stop up and Close By-law;
- No public comments received to date on the application.

Next Steps – *conditional on public input*

- Adoption of a Stop Up and Close By-law for that portion of Lorrain Avenue.
- Administrative Report recommending a Purchase and Sale agreement.

Application to Purchase Municipal Land

Background

- The owners of 120 Paget Street (adjacent to the Wabi River) have had discussions with the Director of Public Works with respect to land slippages and are desirous of implementing some landscaping features that would assist in preventing further land slippages;
- The land upon which the features would be installed is part of the road allowance for Paget Street;
- Council authorized staff to continue with a potential disposition through Resolution No. 2020-220 at the April 7, 2020 Regular meeting.



130 Paget Street

Land to be acquired

Dymond St.

Paget St.

Disposition of Land By-law No. 2015-160

Sec 3 – Disposal Method

Recommend a direct disposition with the owners;

Sec 4 – Determination of Value

Staff is recommending, in the interest of both parties, that the unused portion of land be donated and associated costs covered by the city;

Sec 6 – Public Meeting Notice

Notice via Community Bulletin

Application to Purchase Municipal Land

Additional Information

- Reference Plan being prepared, required for legal description of subject property as well as adopting of a Stop up and Close By-law;
- No public comments received to date on the application.

Next Steps – *conditional on public input*

- Adoption of a Stop Up and Close By-law for that portion of Paget Street;
- Administrative Report recommending a Purchase and Sale agreement.



March 23, 2020

By Fax to: 613.941.6900 & Twitter @CanadianPM, @JustinTrudeau

The Right Honourable Justin Trudeau
Prime Minister of Canada
Langevin Block,
Ottawa, Ontario, K1A 0A2

Dear Prime Minister:

Re: Direct Payment of Federal Funds to Municipalities to Waive Property Taxes for the Year 2020 - Financial help to alleviate the suffering from COVID-19 Pandemic

It is trite to repeat the human and financial toll of the COVID-19 Pandemic. Similarly, the commitment of the federal, provincial and municipal governments toward alleviating the suffering of Canadians does not require repeating.

We, at the Town of Midland, in the Province of Ontario, are proposing what we believe to be a simple but effective solution to facilitate the delivery of our common and shared commitment to the financial and psychological well-being of all Canadians.

Proposal:

1. Residential Properties (primary residence only)

- a. Waive 100% of the 2020 property taxes for all residential properties currently assessed at or below \$ 500,000.00 by each governing provincial property assessment body; and
- b. Waive 50% of the 2020 property taxes for all residential properties currently assessed below \$ 1,000,000.00; and
- c. Waive 25% of the 2020 property taxes for all residential properties currently assessed above \$1,000,000.00.

2. Industrial, Commercial and Farm Properties

- a. Waive 100% of the 2020 property taxes for all; industrial, commercial and farm properties currently assessed at under \$ 10,000,000.00; and
- b. Waive 50% of the property taxes for the year 2020 for all industrial, commercial and farm properties currently assessed between \$10,000,000.00 and \$ 50,000,000.00; and
- c. Waive 25% of the property taxes for the year 2020 for all industrial, commercial and farm properties assessed above \$50,000,000.00.

3. Federal Transfer Payment to Canadian Municipalities

- a. In lieu of the annual municipal property taxes, the Federal Government transfers funds to municipalities across Canada, as a one-time grant.

Advantages of the Proposal:

1. Quick and timely relief;
2. Direct relief to all Canadian homeowners and the business community;
3. Directly protects Canadians who although may be solvent, are unable to easily meet the financial pressures beyond their personal capacity due to COVID-19;
4. No additional resources required to assess individual need and delivery of the relief;
5. Negligible overhead costs for the disbursement of the relief. In fact, it may cut-down on some of the work for municipal staff; and
6. The financial stimulus received from the federal government will come into circulation immediately and will stay in the community.

There are a multitude of other direct and indirect financial and non-financial benefits that will result from the implementation of this proposal. The biggest non-financial impact is that Canadians will see an immediate financial relief respecting the pressures to make their property tax payments and be better positioned to address other essential needs. In turn, removing this added stress will provide some relief to the already strained financial and health systems.

As you are aware, Canadians are entering this time of crisis with a very high amount of house-hold debt and a great deal of financial fragility. Taking this simple step should alleviate some of those pressures. At the same time, it will keep your municipal governments, and school boards primed for continued productivity and forward momentum to address the fallout from COVID-19.

Thanking you in anticipation of a favourable response.

Sincerely,

The Corporation of the Town of Midland



Stewart Strathearn,
Mayor
ssrathearn@midland.ca



Amanpreet Singh Sidhu,
Chief Administrative Officer
asidhu@midland.ca

- c: Town of Midland Council
Association of Municipalities of Ontario
Province of Ontario

**Ministry of
Municipal Affairs
and Housing**

Office of the Minister

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Tel.: 416 585-7000

**Ministère des
Affaires municipales
et du Logement**

Bureau du ministre

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234-2020-902

Dear Heads of Council / Clerks and CAOs:

Nothing is more important than protecting the health and well-being of all Ontarians. Since first learning of COVID-19, Ontario has taken decisive action to stop the spread of the virus.

Our government knows that an increasing number of municipalities are responding to the COVID-19 outbreak by diverting resources to essential services, instructing non-essential staff to work from home and suspending in-person meetings. We appreciate that the current situation is not “business as usual,” and that meeting statutory timelines associated with decisions on planning applications can be difficult, if not impossible.

In response to requests from municipalities and the Association of Municipalities of Ontario, our government intends to introduce legislation in the coming weeks to allow for the suspension of specified timelines associated with land use planning matters that could be applied retroactively to the date that an emergency was declared. If passed, these changes would provide authority for the Minister of Municipal Affairs and Housing to give municipalities time to focus on the COVID-19 outbreak.

If approved, municipalities and planning boards would still be able to make decisions on land use planning matters during this time if they so desired and can consider using electronic and virtual channels as appropriate to engage and solicit feedback from the public on land use planning matters. It is vital for the economy that we move the administrative process along to the best of our collective ability in order to continue the important job of creating housing and keeping infrastructure projects moving.

Municipalities that instead wish to pause their consideration of planning applications and direct their resources and attention to more immediate priorities would be permitted to do so without the threat of appeal.

We know that such a change could have a significant effect on your municipality’s land use planning matters, but it is necessary to ensure we can all offer our full support to help our health care sector to stop the spread of COVID-19.

.../2

Our government also supports growth paying for growth and ensuring municipalities have the tools to ensure complete communities are built. Therefore, we will also be proposing amendments to the *Development Charges Act* to ensure these important principles would continue during the COVID-19 outbreak.

If passed, our proposed changes would allow municipalities to continue to use their existing development charge bylaw during the COVID-19 outbreak and for a short period thereafter. We know that if a municipality's development charge bylaw is scheduled to expire in the coming months it would be difficult to replace given the current situation. We are taking this measure to ensure municipalities can continue to count on this vital source of revenue for local infrastructure and services.

We have also extended the current Environmental Registry of Ontario posting related to community benefits charges until April 20, 2020. The extension of the Environmental Registry of Ontario posting along with the proposed development charge changes will allow municipalities more time to consider the alignment of future development charge bylaws with the new community benefits tool to support local growth.

Let me assure you that our government is working to support you, our municipal partners, and will continue to work collaboratively to keep all Ontarians safe.

Further details and information will be provided once the legislation is introduced.

Sincerely,



Steve Clark
Minister

c. Association of Municipalities of Ontario

April 14, 2020

AMO COVID-19 Update: Bill 189, *Coronavirus Support and Protection Act*, 2020 Receives Royal Assent

Today, the Province extended the Declaration of Emergency under the *Emergency Management and Civil Protection Act* for a further 28 days, to May 12, 2020. This extension was made to help stop the spread of COVID-19 and protect the health and safety of Ontarians.

The extension of the provincial declaration of emergency allows Ontario to continue to enforce current emergency orders. A full list of emergency orders can be found on the [e-Laws website](#) under the *Emergency Management and Civil Protection Act*.

Bill 189 Receives Royal Assent

Today Bill 189 was introduced and passed by the Ontario Legislature. Of municipal significance, the Act amends the *Planning Act*, the *Development Charges Act*, and the *Police Services Act*. This new legislation was intended to demonstrate that the government is actively listening to the concerns of education and municipal stakeholders during this COVID-19 emergency.

At the time of writing this update, the legislation has not been posted but the Province has [released a backgrounder](#) with a summary of these changes. While AMO staff will provide further Bill 189 analysis if required, here are the municipal implications that we understand Bill 189 will have:

Planning

We understand that Bill 189 temporarily suspends specified timelines for applications for development and land use planning matters. This relief may be applied retroactively to the date that an emergency was declared. This legislation allows those municipalities who want to proceed with planning applications to do so while allowing those that are not in a position to proceed to redirect efforts to dealing with the COVID emergency without fearing appeals for missing deadlines. The timelines would return to normal once the emergency ends.

We appreciate the efforts of Minister Clark to bring about these extensions to development approvals timelines. AMO will continue to press for similar suspension to all statutory timelines that municipal governments are currently required to follow. As well, AMO is requesting that when timelines are restarted there should be a reasonable recovery period to properly manage any backlog.

Development Charges

The changes to the Act governing development charges ensures that municipal governments can continue to use their existing development charge bylaws. Preserving these existing bylaws allows municipalities to continue collecting development charges without having to replace expiring bylaws. AMO understands municipalities will have six months from the end of the declared emergency to develop new development charge bylaws.

In addition, education related development charges may still be collected.

Police Services Act

Municipalities had previously been mandated to complete Community Safety and Wellbeing Plans by January 1, 2021. This due date will no longer apply. The Solicitor General will establish a new deadline, by regulation, at a future date.

The above changes will allow municipal governments and their staff to continue to focus on responding to the public health emergency in the months ahead.

AMO's [COVID-19 Resources](#) page is being updated continually so you can find critical information in one place. Please send any of your municipally related pandemic questions to covid19@amo.on.ca.

**Ministry of Municipal Affairs
and Housing**

Office of the Minister

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234-2020-1284

April 16, 2020

Dear Head of Council:

As you know, on March 17, 2020, our government declared a provincial emergency pursuant to the authority granted under the *Emergency Management and Civil Protection Act* (EMCPA). I am writing to update you that on April 16, 2020, our government issued an emergency order under the EMCPA (O. Reg. 157/20) to provide municipalities with the flexibility to deploy certain of their staff to where they are needed most. At this critical time, it is important that municipalities continue to work collaboratively and engage in good faith with their bargaining agents. The order is effective immediately and we intend for it to remain in effect for the duration of the declared provincial emergency.

I know that these are challenging times for municipalities, particularly as the situation around us changes so quickly. In these unprecedented times, I have heard a strong and consistent message from municipalities and numerous sector organizations that the authority to enable work deployment similar to what has been provided by the Province for hospitals and public health units is urgently needed to ensure continuity of critical services.

I thank you for sharing these concerns. We have heard you and have worked quickly to issue this order. This order is a temporary measure and provides your municipality – as an employer – the authority to take any reasonable measure necessary to respond to COVID-19 with respect to internal work deployment.

In order to exercise this authority, if it hasn't already, the municipality will need to also declare an emergency under section 4 of the EMCPA concurrent with this order. The authority provided for in this order includes the ability for municipalities to redeploy certain of their staff within the same employer or to employ volunteers to perform bargaining unit work, cancel leaves and change assignment of work, for those priority services listed in the order.

The orders specify conditions under which the authority can be exercised. This includes requiring a municipality to provide at least 24 hours of advance notice to affected bargaining units before implementing a redeployment plan. The *Occupational Health and Safety Act* and existing rights under the *Employment Standards Act* will continue to apply. Municipalities, as employers, are required to comply with all provincial orders, as

well as any guidance and safety standards prescribed by the province for COVID-19. They are also responsible for ensuring that any staff being reassigned to new duties have the required training and skills. Full details of the orders can be reviewed online at [Ontario.ca/alert](https://www.ontario.ca/alert).

I want to acknowledge and applaud the proactive efforts that many municipalities have already taken to engage in good faith with their bargaining agents to keep their staff employed and safe, and to establish local arrangements to redeploy employees to high-need areas. I would also encourage municipalities to continue leveraging their existing authorities as employers and building on pre-existing relationships and structures with your bargaining agent partners, such as joint health and safety committees, to address staffing needs and allocate resources.

Moreover, as you and others in your organization consider whether and how you will exercise the authority under the emergency order, I would ask that you maintain the following important objectives:

- In making staffing decisions, first provide opportunity for full-time work to existing part-time staff before seeking out and employing extra full-time staff from outside your organization.
- In redeploying staff, should there be a difference in the terms and conditions of work, in the different departments of the organization, the expectation is that staff will not receive a lower wage than their home position.

Municipalities are encouraged to review this and other applicable orders (available on the Government's Emergency Information webpage at: [Ontario.ca/alert](https://www.ontario.ca/alert)) and work with their legal counsel for advice and understanding of the flexibility it provides to you in managing your organizations.

If your municipality chooses to implement the authority in these orders, I would ask that you keep my staff apprised by letting your local Municipal Services Office know when you use it. If your municipality has any further questions regarding this order, we encourage contacting [your local Municipal Services Office](#).

I thank you for your continued support and collaboration in these challenging times. This collaborative relationship is critical at all times, and never more so than during this emergency.

Head of Council
Page 3

Visit Ontario's [website](#) to learn more about how the province continues to protect Ontarians from COVID-19

Sincerely,



Steve Clark
Minister of Municipal Affairs and Housing

- c: Chief Administrative Officers
- Municipal Clerks
- Kate Manson-Smith, Deputy Minister of Municipal Affairs and Housing
- Brian Rosborough, Executive Director, Association of Municipalities of Ontario
- Cam Guthrie, Chair, Large Urban Mayor's Caucus of Ontario
- Karen Redman, Chair, Mayors and Regional Chairs of Ontario
- Jane Albright, President, Ontario Municipal Human Resources Association

Temiskaming Shores Public Library Board

Meeting Minutes

Wednesday, March 18, 2020

7:00 p.m. at the Haileybury Branch

1. Call to Order

Meeting called to order by Vice-Chair Jeff Laferriere at 7:05 p.m.

2. Roll Call

Present: Jeff Laferriere, Brigid Wilkinson, Danny Whalen, Jamie Lindsay, Jessica Cooper, Claire Hendrikx, and Library CEO Rebecca Hunt.

Regrets: Brenda Morissette.

Members of the Public: 0

3. Adoption of the Agenda

Moved by: Brigid Wilkinson

Seconded by: Claire Hendrikx

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

Carried.

4. Declaration of conflict of interest

5. Delegation: Community Fridge program: The delegation was postponed to the May meeting due to COVID-19.

6. Adoption of the Minutes

Moved by: Brigid Wilkinson

Seconded by: Claire Hendrikx

Be it resolved that the Temiskaming Shores Public Library Board approves the minutes of the meeting held on Wednesday, February 19, 2020 as presented.

Carried.

7. Business arising from Minutes : none

8. Correspondence:

- a. From Ontario Library Services North. Re: Amalgamation of Ontario Library Services. For information. The board inquired if there would still be representation from northern Ontario on an amalgamated Ontario Library Services Board. The CEO will forward those comments to OLS-North.

9. Secretary–Treasurer’s Report

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

Library CEO’s Report

March 12, 2020

Library Board vacancies: City administration presented a report to council at the March 10, 2020 meeting, recommending that council uphold the Ontario Public Libraries Act, which dictates that when board members become ineligible during their term that they must be notified of their ineligibility and the positions advertised so they can be replaced. The recommendation was approved at the council meeting. Two board members, Donald Bisson and Anna Turner, became ineligible when Hudson Township cancelled their contract with Temiskaming Shores. I will purchase gifts for them as per our policy for departing library employees and board members.

Library Move Workplan: The workplan has been updated to reflect the changes that have occurred from closing for COVID-19. Work continues on the new building and the Manager of Physical Assets has updated me with timelines for opening. Currently it looks like shelving can still be installed the week of April 20, with the move planned for the week of May 4.

I have included the library board in the planning for the grand opening of the new location. I will be on holidays quite a bit over the summer but I am hoping we can plan for an event in late summer unless the board would like to do otherwise.

I will upload the workplan in a google drive and share the link so everyone has access to the most updated version.

Local Musicians Love Libraries Booksale: The booksale was a huge success and on behalf of the board I would like to thank all of the musicians and the volunteers who came to help out. The library made over \$1000 in booksale revenues during the week of the booksale, the bulk of that during the three hours of music and snacks on February 22.

Northern College partnership: The Northern College Library Technician came to the Haileybury Branch in to look at the collections we will be sending to Northern College. They have ordered the shelving and we have incorporated the move in the workplan.

Poster: I have attached a poster for the move with some information for patrons on it. I would just like to confirm that the board is in agreement with the wording on the poster.

Programming

All of our programming has been suspended at this time due to COVID-19.

Finances and Statistics

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

Motion #2020-05

Moved by: Claire Hendrikx

Seconded by: Jessica Cooper

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

Carried.

10. Committee Reports

- a. FINANCE AND PROPERTY: Nothing to report.
- b. PLANNING, POLICY, PERSONNEL AND PUBLICITY: Nothing to report.
- c. LIBRARY SERVICES COMMITTEE: Nothing to report.
- d. STRAT PLAN COMMITTEE: The committee met on Tuesday, March 10 at 6:00 pm at the Library CEO's home. To finish the plan we need to complete the formatting with pictures.

11. New Business

- a. COVID-19 measures. Both library branches are closed to the public. Full-Time staff members continue to work at this time, packing the two library branches. The Northern College collection will be packed last, when we are sure the move will not be delayed. If the situation requires that staff work at home, they will update the library website, continue work on our social media, plan for collection development and library programming, and take library and technology related courses to be able to improve library services when we reopen to the public.
- b. Hours of operation in Haileybury during move. Both branches have been closed because of COVID-19. In the event that the library move is delayed, the Haileybury Branch can be opened for library service with the Northern College Collection.
- c. Donation from the Temiskaming Genealogy group. The Temiskaming Genealogy Group has made a generous donation to the library for the purchase of local history or genealogy resources. They are agreeable for the funds to be allocated to the new microfilm reader at the new location. The board would like to thank them for this donation and will recognize the group in a letter to the Temiskaming Speaker and a plaque on the microfilm reader.

Motion #2020-06

Moved by: Brigid Wilkinson

Seconded by: Jeff Laferriere

Be it resolved that the Temiskaming Shores Public Library Board allocate the donation in the amount of \$1200 from the Temiskaming Genealogy Group to the purchase of the microfilm reader for the new location as per their wishes that the funds go towards a local history or genealogy purchase.

Carried.

12. Plan, Policy review and By-law review

- a. **Review Policy—Defer until after move.**

13. Closed Session regarding identifiable individuals

Motion #2020-07

Moved by: Claire Hendrikx

Seconded by: Jessica Cooper

Be it resolved that the Temiskaming Shores Public Library Board go into Closed Session at 7:45 p.m. in regards to identifiable individuals.

Carried.

Motion #2020-08

Moved by: Jamie Lindsay

Seconded by: Jessica Cooper

Be it resolved that the Temiskaming Shores Public Library Board rise from Closed Session at 7:50 p.m. without report.

Carried.

14. Adjournment

The Board discussed the location of their next meeting. It will likely be via teleconference. Adjournment by Brigid Wilkinson at 7:55 p.m.

Chair

Subject: Municipal Property Tax Instalments
Responding to COVID-19 Pandemic

Report No.: CS-016-001-2020
Agenda Date: April 7, 2020

Attachments

Appendix 01: Ministry of Finance – letter dated March 25, 2020

Appendix 02: Cash Flow Projections – April to July 2020

Recommendation

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-016-001-2020;
2. That Council agrees to waive penalty on Property Tax Accounts effective the May 15, 2020 Property Tax Instalment;
3. That Council agrees to review the timing of the Final 2020 Property Tax Billing and applicable due dates;
4. That Council respectfully requests that both the District of Temiskaming Social Services Administration Board and the Temiskaming Board of Health consider a deferral of municipal contributions for a period of three months.

Background

On March 24, 2020 Council received a verbal report from the City Manager regarding potential property tax deferrals in response to requests from ratepayers due to the COVID-19 Pandemic. Council passed Resolution 2020-195 directing staff not to apply penalty and interest to Property Tax Accounts with a balance outstanding on March 31, 2020. Council also requested that staff survey other municipalities to determine what measures they were implementing to assist businesses and ratepayers.

On March 25, 2020 the Ministry of Finance advised municipalities that they were deferring the collection of the education portion of the property tax payments by 90 days.

Administrative Report CS-016-2020 was presented for Council's consideration on April 7, 2020. Council requested that the Corporate Services Committee review the City's cash-flow projections prior to making a final decision regarding property tax deferrals.

Analysis

The Economic Development Officer conducted a survey of Northern Ontario municipalities to determine what measures they were implementing to provide relief to their ratepayers. The following chart is a summary of those surveyed:

Kapuskasing	Waiving interest & penalty on property taxes, waiving business licensing fees
North Bay	Waiving interest & penalty on property taxes, free transit, no parking enforcement, business hotline, using City staff and vehicles to deliver groceries, support program for seniors
Sault Ste. Marie	Free transit, limited parking enforcement, business help line
Sudbury	Set up business support hotline, waiving interest & penalty on taxes, tax deferral, increase in garbage bag limit, free metered parking, free transit
Timmins	Free transit, waiving interest & penalty on taxes, tax deferral, no parking enforcement

The Corporate Services Committee is recommending that Council waive the penalty on the May Property Tax Instalment. This means those who are able to pay can continue to do so, but those who are unable to make their payments due to financial hardship will not have their hardship compounded by applying penalty to their account.

The Corporate Services Committee also requested that staff review the timing of the Final Tax instalments. This will be done in conjunction with a review of the 2020 Operational and Capital Budget.

Additionally, to help mitigate the cash-flow challenges the City will experience as a result of implementing these deferrals, staff is recommending that Council encourage and request the assistance of our service delivery partners – specifically the District of Timiskaming Social Services Administration Board (DTSSAB) and the Timiskaming Board of Health (THU). The City currently pays \$192,217 monthly to DTSSAB (\$576,651 per quarter) and \$113,583.25 per quarter to the THU. If these two service agencies agreed to defer their payments it would greatly assist the City's cash-flow.

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 Corporate Services Committee reviewed the projected cash-flow (Appendix 2). There are certainly challenges ahead of us, but based on the projections we should have sufficient cash through to the end of July.

Currently the City is losing approximately \$90,000 per month in various fees and revenue sources.

Each quarterly tax instalment generates \$3,279,153 in tax revenue that can be used for municipal purposes. The Corporate Services Committee is not recommending a full deferral of the May instalment, rather a waiving of penalty for those unable to pay their tax instalment. Staff will be monitoring the cash-flow carefully and reporting back to the Corporate Services Committee and Council on a regular basis.

Alternatives

Council could agree to defer the May Tax Instalment.

Submission

Prepared by:

“Original signed by”

Christopher W. Oslund
City Manager

Ministry of Finance

Provincial-Local
Finance Division
10th Floor
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March 25, 2020

Dear Municipal Treasurer / Clerk-Treasurer:

I am writing to follow up on the Minister of Finance's letter that was sent to your Head of Council today by providing you with further details on a number of property tax initiatives that were announced in *Ontario's Action Plan: Responding to COVID-19 (March 2020 Economic and Fiscal Update)*.

Deferral of Education Property Tax Remittance

The Province recognizes that many residents and businesses are facing challenges in making their scheduled property tax payments. We have been working closely with municipalities as they introduce measures to provide property tax relief, for example, by allowing taxpayers to defer property tax payments. In particular, we have been having discussions with members of the Property Assessment and Taxation Review Municipal Advisory Committee regarding potential measures.

In order to support and encourage municipal tax relief measures, the government announced that it is deferring the property tax payments that municipalities make to school boards by 90 days. This is consistent with requests that we have received from a number of municipalities and municipal organizations.

The Minister of Finance has announced the deferral of the upcoming quarterly (June 30) municipal remittance of education property taxes to school boards, as well as the deferral of the September 30 quarterly municipal remittance to school boards. Deferring these payments by 90 days each will provide municipalities the flexibility to, in turn, provide property tax deferrals to local residents and businesses.

To ensure this deferral does not have a financial impact on school boards, the Province will adjust payments to school boards to offset the deferral.

2021 Reassessment

The government will also be postponing the planned property tax reassessment for 2021, reflecting input that has been received from a number of municipal leaders. This will ensure that municipal governments are able to focus their attention on critical public health initiatives and other efforts to manage the local response to the COVID-19 outbreak. Postponing the reassessment will also provide stability for Ontario's property taxpayers and municipalities.

Postponing the reassessment means that property assessments for the 2021 taxation year will continue to be based on the same valuation date that was in effect for the 2020 taxation year. The Municipal Property Assessment Corporation (MPAC) will continue to maintain the assessment roll and ensure that it is updated to reflect changes such as new construction.

As part of our ongoing consultations with municipalities and taxpayers through the Property Assessment and Taxation Review, we will be discussing potential approaches for the next reassessment. The focus will be on maintaining stability for property owners and municipalities.

Appeal Deadlines

In addition, I want to make you aware that the government has issued a regulation under the *Emergency Measures and Civil Protection Act* which suspends the application of limitation periods and related deadlines under provincial legislation for the duration of the current emergency period. As a result, the deadlines for submitting Requests for Reconsideration (RfRs) to MPAC and appeals to the Assessment Review Board (ARB) will be extended until after the emergency declaration is lifted.

Information on the deadline extension for RfRs is posted on MPAC's website. Property owners who have questions regarding how the deadline extension may apply to the circumstances of their specific RfR or appeal should contact MPAC or the ARB.

Additional Support for Municipalities

As noted in the Minister of Finance's letter to your Head of Council, as we work with our municipal partners to help stop the spread of COVID-19, the government is providing nearly \$250 million of direct support that will assist municipalities in their efforts.

As the COVID-19 outbreak continues to evolve, we will continue to work closely in partnership with municipalities to ensure stability for Ontario's property tax system.

If you have any questions related to the property tax decisions noted above, please contact Chris Broughton, Director of the Property Tax Policy Branch at Chris.Broughton@ontario.ca or 416-455-6307.

Sincerely,

A handwritten signature in black ink, appearing to read 'AD', with a large, sweeping flourish extending to the right.

Allan Doheny
Assistant Deputy Minister

c: Greg Orencsak, Deputy Minister, Ministry of Finance
Kate Manson-Smith, Deputy Minister, Ministry of Municipal Affairs and Housing

Cash Flow Analysis - April 10, 2020

	Month	\$ In	\$ Out	Balance
Current Bank Balance				4,522,619
OMPF	April	816,525		5,339,144
Payroll	April		200,000	5,139,144
Investment	April	410,000		5,549,144
Union Gas	April		20,000	5,529,144
PAP - monthly	April	350,000		5,879,144
GWL	April		65,000	5,814,144
OCWA	April		60,186	5,753,958
DTSSAB	April		191,917	5,562,041
Loans	April		34,563	5,527,478
Stock/Phippens/R&D	April		13,000	5,514,478
Other Payments	April		275,271	5,239,207
Spray Patcher	April		340,000	4,899,207
Bank Interest	April	5,000		4,904,207
Accounts Receivable	April	75,000		4,979,207
POA	May	15,000		4,994,207
Monthly Rents	May	7,000		5,001,207
Landfill/Spoke Transfer	May	25,000		5,026,207
Cobalt Agreements	May	7,650		5,033,857
Payroll	May		600,000	4,433,857
Library	May		375,000	4,058,857
OCWA	May		60,186	3,998,671
DTSSAB	May		191,917	3,806,754
Loans	May		159,222	3,647,532
OPP	May		205,326	3,442,206
Scotia Leasing	May		14,000	3,428,206
Union Gas	May		20,000	3,408,206
Stock/Phippens/R&D	May		170,000	3,238,206
GWL	May		65,000	3,173,206
VISA	May		200,000	2,973,206
Hydro	May		120,000	2,853,206
Other Payments	May		100,000	2,753,206
Dymond Looping	May		350,000	2,403,206
HST	May	265,000		2,668,206
PAP - monthly	May	350,000		3,018,206
Bank Interest	May	5,000		3,023,206
Accounts Receivable	May	75,000		3,098,206
POA	June	15,000		3,113,206
Monthly Rents	June	7,000		3,120,206
Landfill/Spoke Transfer	June	25,000		3,145,206
Cobalt Agreements	June	7,650		3,152,856
OCWA	June		60,186	2,958,020
DTSSAB	June		191,917	2,766,103
OPP	June		205,326	2,560,777

Scotia Leasing	June		14,000	2,546,777
Union Gas	June		20,000	2,526,777
Stock/Phippens/R&D	June		170,000	2,356,777
GWL	June		65,000	2,291,777
VISA	June		200,000	2,091,777
Hydro	June		120,000	1,971,777
Stock/Phippens/R&D	June		170,000	1,801,777
Other Payments	June		100,000	1,701,777
PAP - monthly	June	350,000		2,051,777
Dymond Looping	June		350,000	1,701,777
Golf Course Rd Bridge	June		110,610	1,591,167
School Board Taxes	June		715,000	876,167
Payroll	June		400,000	476,167
Library	June		375,000	101,167
Library Debenture	June	1,700,000		1,801,167
Bank Interest	June	5,000		1,806,167
POA	July	15,000		1,821,167
Monthly Rents	July	7,000		1,828,167
Landfill/Spoke Transfer	July	25,000		1,853,167
Cobalt Agreements	July	7,650		1,860,817
OMPF	July	816,525		2,617,692
Federal Gas Tax	July	331,250		2,948,942
THU	July		113,600	2,835,342
Loans	July		27607.72	2,807,734
Payroll	July		400,000	2,407,734
OCWA	July		60,186	2,347,548
DTSSAB	July		191,917	2,155,631
OPP	July		205,326	1,950,305
Scotia Leasing	July		14,000	1,936,305
Union Gas	July		20,000	1,916,305
GWL	July		65,000	1,851,305
VISA	July		200,000	1,651,305
Hydro	July		120,000	1,531,305
Other Payments	July		100,000	1,431,305
PAP - monthly	July	350,000		1,781,305
PAP - installment May	July	310,000		2,091,305

Memo

To: Mayor and Council
From: Shelly Zubycck, Director of Corporate Services
Date: April 21, 2020
Subject: Amendment to Lease Agreements for Dr. Smith and Dr. Lacasse
Attachments: None

Mayor and Council:

Staff have received a request from Dr. Smith (By-law No. 2020-029) and Dr. Lacasse (By-law No. 2019-142) to amend their respective lease agreements for the use of space in the Haileybury Medical. Dr. Smith will be taking over one exam room (60 ft²) of space that is currently being used by Dr. Lacasse. The change will take effect June 1st, 2020.

It is recommended that By-law No. 2020-092 be amended to amended to add an examination room and By-law No. 2019-142 be amended to remove an examination room for consideration at the April 21, 2020 Regular Council meeting.

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

Subject: Community Choir Lease

Report No.: CS-017-2020
Agenda Date: April 21, 2020

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-017-2020; and
2. That Council directs staff to prepare the necessary by-law to enter into a lease agreement with the Community Choir for the rental of space at the New Liskeard Community Hall for consideration at the April 21, 2020 Regular Council meeting.

Background

The Community Choir has been using office space for storage purposes in the Community Hall for quite some time. The use of space was under a hall rental agreement. At this time, staff and representatives from the Choir group have determined a lease agreement with the City would be a better from of agreement.

Analysis

A draft lease agreement is attached as Appendix 01. The term of the agreement would be until the end of 2022 with a flexible termination clause should things change prior to that.

The City would not collect any rental revenue from this lease agreement.

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.

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. 2020-000

**Being a by-law to authorize the entering into a Lease
Agreement with the Community Choir 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 Community Choir 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 21st day of April, 2020.

Mayor – Carman Kidd

Clerk – David B. Treen

**Schedule "A" to
By-law No. 2020-000**

Agreement between

The Corporation of the City of Temiskaming Shores

and

The Community Choir

Lease

Administered by:

The Corporation of the City of Temiskaming Shores

P.O. Box 2050
Haileybury, Ontario
P0J 1K0

This lease made this 21st day of April, 2020

Between:

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

And:

The Community Choir
(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 21st day of April, 2020 and ending on the 31st day of December 2022.

And whereas the parties hereto covenant and agree as follows:

4. Tenant's Covenants

The Tenant covenants with the Landlord:

- a) **Telephone** - to pay when due the cost of the telephone and intercom services supplied to the premises if so required;
- b) **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;

- c) **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;
- d) **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;
- e) **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;
- f) **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;
- g) **Exhibiting premises** - to permit the Landlord or its agents to exhibit the premises to prospective Tenants during the last month of the term;
- h) **Alterations** - not to make or erect in or to the premises any installation, alteration, addition, or partition without submitting plans and specifications to the 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;

- i) **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;
- j) **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, they shall be entitled to terminate this lease upon giving 30 days written notice to the Landlord.
- k) **Termination by landlord**–The Landlord shall be entitled to terminate this lease upon giving 30 days written notice to the Tenant.
- 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 30 days notice in writing if they wish to end their tenancy and they must have the property vacated by the final day of their 30 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.

5. Landlord's Covenants

The Landlord covenants with the Tenant:

- a) **Quiet enjoyment** - for the quiet enjoyment;
- b) **Taxes** – to pay all taxes and rates 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.

6. **Provisos**

Provided always and it is hereby agreed as follows:

- a) **Fixtures** - The Tenant may remove his fixtures, but all installations, alterations, additions, partitions and fixtures except trade or Tenant's fixtures in or upon the premises, whether placed there by the Tenant or by the Landlord, shall be the Landlord's property without compensation therefore to the Tenant and shall not be removed from the premises at any time (either during or after the term);
- b) **Fire** - In case of damage to the premises by fire, lightning or tempest, rent shall cease until the premises are rebuilt; and the Landlord, instead of re-building 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.

7. Headings

The headings in this lease have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this lease or any provisions hereof.

8. Effect of Lease

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

Remainder of Page left Blank intentionally

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

Signed and Sealed in)
the presence of)

Contractor / Tenant /)
Consultant’s Seal)
(if applicable))

Municipal Seal)

The Community Choir

Signature
Name: _____
Title: _____

Witness - Signature
Print Name: _____
Title: _____

**Corporation of the City of
Temiskaming Shores**

Mayor – Carman Kidd

Clerk – David B. Treen

Subject: Haileybury Arena Roof
Replacement

Report No.: PW-010-2020
Agenda Date: April 21, 2020

Attachments

- Appendix 01:** RFQ Results
- Appendix 02:** Draft Agreements

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-010-2020; and
2. That Council directs staff to prepare the necessary by-law to enter into an agreement with Blanchfield Roofing Co. Ltd. for the replacement of the roof at the Shelley Herbert-Shea Memorial Arena as detailed in Request for Quotation PW-RFQ-004-2020 – Option B at a total upset cost of \$421,620.00 plus applicable taxes for consideration at the April 21, 2020, Regular Council meeting.

Background

During the 2020 Budget deliberations, Council approved renovations at the Shelley Herbert-Shea Memorial Arena at \$550,000.00

Request for Quotation (RFQ) PW-RFQ-004-2020 was distributed to known contractors and a mandatory site visit was conducted and was attended by seven (7) potential bidders.

Analysis

Three (3) submissions were received in response to the Request for Quotation prior to the closing date of April 15th, 2020 at 2:00 p.m. The RFQ was for to solicit quotations from qualified contractors for partial roof replacement.

The submissions were reviewed and evaluated in accordance to the requirements of the RFQ and the deliverables to be provided by the successful service provider.

Vendor	Option 1	Option 2
JG Fitzgerald Roofing	\$664,345.00	\$431,660.00
Blanchfield Roofing	\$650,410.00	\$421,620.00
Designed Roofing	\$662,000.00	\$445,000.00

Relevant Policy / Legislation/City By-Law

- By-Law No. 2017-015, Procurement Policy, Section 10.4 Request for Proposals
- 2019 Capital Budget (Buildings)

Asset Management Plan Reference

N/A

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

Approved Capital Project Budget: \$525,000.00

Option 1 was to replace the roof above the ice surface as well as above the main lobby. Option 2 was to replace the roof above the ice surface only. Due to budget restraints City staff are proposing to proceed with Option 2 at this time.

Alternatives

Council could choose Option 1; however, this would increase the overall budget by \$125,410.00 plus non-refundable HST.

Submission

Prepared by:

Reviewed and approved by:

Reviewed and submitted for Council's consideration by:

"Original signed by"

"Original signed by"

"Original signed by"

Mitch Lafreniere
Manager of Physical
Assets

G. Douglas Walsh, CET
Director of Public Works

Christopher W. Oslund
City Manager

Document Title: **PW-RFQ-004-2020 Hilby Arena Roof Replacement**

Closing Date: **Tuesday, April 14, 2020**

Closing Time: **2:00 p.m.**

Department: **Public Works**

Opening Time: **2:30 p.m.**

Attendees via teleconference: 705-672-2733 Ext. 774

City of Temiskaming Shores:

David Treen, Clerk	Mitch Lafreniere	
--------------------	------------------	--

Others:

Carly Ethier (Design Roofing)	Megan Delorme (Blanchfield)	Shannon Stark (Fitzgerald)

Submission Pricing

Bidder: Designed Roofing Inc.

Bidder: J.G. Fitzgerald & Sons Ltd.

Option 1 – Sections S2, S4 and S5	
Lump Sum:	\$ 662,000.00
HST:	\$ 86,060.00
Total:	\$ 748,060.00
Option 2 – Sections S4 and S5	
Lump Sum:	\$ 445,000.00
HST:	\$ 57,850.00
Total:	\$ 502,850.00

Option 1 – Sections S2, S4, and S5	
Lump Sum:	\$ 664,345.00
HST:	\$ 86,364.85
Total:	\$ 750,709.85
Option 2 – Sections S4, and S5	
Lump Sum:	\$ 431,660.00
HST:	\$ 56,115.80
Total:	\$ 487,775.80

Bidder: Blanchfield Roofing

Option 1 – Sections S2, S4 and S5	
Lump Sum:	\$ 650,410.00
HST:	\$ 84,553.30
Total:	\$ 734,963.30
Option 2 – Sections S4 and S5	
Lump Sum:	\$ 421,620.00
HST:	\$ 54,810.60
Total:	\$ 476,430.60

Note: All offered prices are offers only and are subject to scrutiny. Submissions will be reviewed for errors, omissions and accuracy prior to any awarding. All proponents whether successful or not will be notified of results, in writing at a later date.

The Corporation of the City of Temiskaming Shores

By-law No. 2020-000

**Being a by-law to enter into an agreement with Blanchfield
Roofing Co. Ltd. for the replacement of the roof at the
Shelly Herbert-Shea Memorial Arena**

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-010-2020 at the April 21, 2020 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an agreement with Blanchfield Roofing Co. Ltd. for the replacement of the roof at the Shelly Herbert-Shea Memorial Arena at an upset cost of \$421,620 plus applicable taxes for consideration at the April 21, 2020 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 Blanchfield Roofing Co. Ltd. for the replacement of the roof at the Shelly Herbert-Shea Memorial Arena at a total upset limit of \$421,620 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 21st day of April, 2020.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law 2020-000

Agreement between

The Corporation of the City of Temiskaming Shores

and

Blanchfield Roofing Co. Ltd.

for the roof replacement at the Shelly Herbert-Shea Memorial Arena

This agreement made in duplicate this 21st day of April, 2020.

Between:

The Corporation of the City of Temiskaming Shores
(hereinafter called “the Owner”)

and

Blanchfield Roofing Co. Ltd.
(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
Haileybury Arena Roof Replacement
PW-RFQ-004-2020**

- b) Do and fulfill everything indicated by this Agreement and in the Form of Agreement attached hereto Appendix 01; and
c) Complete, as certified by the Director, all the work by **August 28, 2020.**

Article II:

The Owner will:

- a) Pay the Contractor in lawful money of Canada for the material and services aforesaid **Four Hundred and Twenty-One Thousand, Six Hundred and Twenty Dollars and Zero Cents (\$421,620.00) plus applicable taxes** for roof replacement at the Shelly Herbert-Shea Memorial Arena 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:

Blanchfield Roofing Co. Ltd.
34 Venture Crescent
North Bay, Ontario
P1A 0E4

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)

Contractor’s Seal)

Blanchfield Roofing Company Limited

Vice President – Megan Delorme

Witness Signature

Name: _____

Title: _____

**Corporation of the City of
Temiskaming Shores**

Municipal Seal)

Mayor – Carman Kidd

Clerk – David B. Treen



Appendix 01 to
Schedule "A" to

By-law No. 2020-000

Form of Agreement



City of Temiskaming Shores
PW-RFQ-004-2020
Haileybury Arena Roof Replacement - Haileybury

Form of Quotation

Each Quotation should contain the legal name under which the Proponent 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 Quotation.

We, the undersigned, understand and accept those specifications, conditions, and details as described herein, and, for these rates/prices offer to furnish all equipment, labor, apparatus and documentation as are required to satisfy this Quotation.

NOTE: All portions of "Form of Quotation" must be accurately and completely filled out.

Option 1:

Description	Amount
Lump Sum to complete work for sections S2, S4 and S5	\$ 650,410.00
Sub-Total:	\$ 650,410.00
H.S.T.:	\$ 84,553.30
Total:	\$ 734,963.30

Option 2:

Description	Amount
Lump Sum to complete work for sections S4 and S5	\$ 421,620.00
Sub-Total:	\$ 421,620.00
H.S.T.:	\$ 54,810.60
Total:	\$ 476,430.60

Unit Pricing:

Description	Amount
Section S2 – Polyisocyanurate (3.0") replacement / sq. ft.	\$ 4.00
Section S4 and S5 – Lumber deck replacement / sq. ft.	\$ 6.55
Perimeter and penetration wood blocking / ln. ft.	\$ 8.50



PW-RFQ-004-2020
Haileybury Arena Roof Replacement

Non-Collusion Affidavit

I/ We Blanchfield Roofing Co. 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.

Blanchfield Roofing Company Limited
Company Name
34 Venture Cres. North Bay ON P1A 0E4
Address
M Delorme
Authorized Signature
Print Name: Megan Delorme
Title: Vice President
E-mail: megan@blanchfieldroofing.com
Phone No.: 705-472-5973

Memo

To: Mayor and Council
From: Mathew Bahm, Director of Recreation
Date: April 21, 2020
Subject: Rotary Splash Pad – Ontario Trillium Foundation Funding Agreement

Mayor and Council:

At the City of Temiskaming Shores regular meeting of council on December 17, 2019, council passed By-Law No. 2019-188 being a by-law to enter into a funding agreement in the amount of \$150,000 with the Ontario Trillium Foundation for the construction of a splash pad.

As agreed within the funding grant, the construction of the facility was to be completed by September 19, 2020 and if the project wasn't completed by that date the funds provided by the Ontario Trillium Foundation would need to be returned.

Due to the COVID-19 pandemic currently facing the City of Temiskaming Shores, the construction of the splash pad may need to be deferred to 2021 to ensure sufficient cash flow is available to deliver essential services to the residents of Temiskaming Shores.

If the splash pad project were to be deferred, to ensure it would still eligible to receive funding as per the agreement signed with the Ontario Trillium Foundation, the City of Temiskaming Shores needs to request a deferral for the project to 2021.

Prepared by:

Reviewed and submitted for
Council's consideration by:

“Original signed by”

“Original signed by”

Mathew Bahm
Director of Recreation

Christopher W. Oslund
City Manager

The Corporation of the City of Temiskaming Shores

By-law No. 2020-038

**Being a by-law to amend By-law No. 2019-018, as amended being
a by-law to appoint community representatives to various
Committees and Boards for the 2018-2022 Term of Council –
Appointment of members to the Public Library Board**

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

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

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

And whereas Council adopted By-law No. 2019-018 to appoint community representatives to various Committees and Boards for 2018-2022 term of Council;

And whereas Council considered Administrative Report No. CS-013-2020 at the April 7, 2020 Regular Council meeting and directed staff to prepare the necessary by-law to amend By-law No. 2019-018 to appoint Emily Smith and Thomas McLean to the *Temiskaming Shores Public Library Board* for consideration at the April 21, 2020 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 Schedule "A" to By-law No. 2019-018, as amended be further amended by adding **Emily Smith** and **Thomas McLean** to the *Public Library Board* for the 2018-2022 term of Council;
2. That Schedule "A" to By-law No. 2019-018, as amended be further amended by removing **Donald Bisson** and **Anna Turner** as public representatives to the *Public Library Board* for the 2018-2022 term of Council.

Read a first, second and third time and finally passed this 21st day of April, 2020.

Mayor – Carman Kidd

Clerk – David B. Treen

The Corporation of the City of Temiskaming Shores

By-law No. 2020-039

Being a by-law to authorize the entering into a Lease Agreement with the Community Choir 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 Community Choir 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 21st day of April, 2020.

Mayor – Carman Kidd

Clerk – David B. Treen

**Schedule "A" to
By-law No. 2020-039**

Agreement between

The Corporation of the City of Temiskaming Shores

and

The Community Choir

Lease

Administered by:

The Corporation of the City of Temiskaming Shores

P.O. Box 2050
Haileybury, Ontario
P0J 1K0

This lease made this 21st day of April, 2020

Between:

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

And:

The Community Choir
(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 21st day of April, 2020 and ending on the 31st day of December 2022.

And whereas the parties hereto covenant and agree as follows:

4. Tenant's Covenants

The Tenant covenants with the Landlord:

- a) **Telephone** - to pay when due the cost of the telephone and intercom services supplied to the premises if so required;
- b) **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;

- c) **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;
- d) **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;
- e) **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;
- f) **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;
- g) **Exhibiting premises** - to permit the Landlord or its agents to exhibit the premises to prospective Tenants during the last month of the term;
- h) **Alterations** - not to make or erect in or to the premises any installation, alteration, addition, or partition without submitting plans and specifications to the 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;

- i) **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;
- j) **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, they shall be entitled to terminate this lease upon giving 30 days written notice to the Landlord.
- k) **Termination by landlord**–The Landlord shall be entitled to terminate this lease upon giving 30 days written notice to the Tenant.
- 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 30 days notice in writing if they wish to end their tenancy and they must have the property vacated by the final day of their 30 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.

5. Landlord's Covenants

The Landlord covenants with the Tenant:

- a) **Quiet enjoyment** - for the quiet enjoyment;
- b) **Taxes** – to pay all taxes and rates 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.

6. **Provisos**

Provided always and it is hereby agreed as follows:

- a) **Fixtures** - The Tenant may remove his fixtures, but all installations, alterations, additions, partitions and fixtures except trade or Tenant's fixtures in or upon the premises, whether placed there by the Tenant or by the Landlord, shall be the Landlord's property without compensation therefore to the Tenant and shall not be removed from the premises at any time (either during or after the term);
- b) **Fire** - In case of damage to the premises by fire, lightning or tempest, rent shall cease until the premises are rebuilt; and the Landlord, instead of re-building 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.

7. Headings

The headings in this lease have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this lease or any provisions hereof.

8. Effect of Lease

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

Remainder of Page left Blank intentionally

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

Signed and Sealed in)
the presence of)

Contractor / Tenant /)
Consultant’s Seal)
(if applicable))

Municipal Seal)

The Community Choir

Signature
Name: _____
Title: _____

Witness - Signature
Print Name: _____
Title: _____

**Corporation of the City of
Temiskaming Shores**

Mayor – Carman Kidd

Clerk – David B. Treen

The Corporation of the City of Temiskaming Shores

By-law No. 2020-040

Being a by-law to enter into an agreement with Blanchfield Roofing Co. Ltd. for the replacement of the roof at the Shelly Herbert-Shea Memorial Arena

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-010-2020 at the April 21, 2020 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an agreement with Blanchfield Roofing Co. Ltd. for the replacement of the roof at the Shelly Herbert-Shea Memorial Arena at an upset cost of \$421,620 plus applicable taxes for consideration at the April 21, 2020 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 Blanchfield Roofing Co. Ltd. for the replacement of the roof at the Shelly Herbert-Shea Memorial Arena at a total upset limit of \$421,620 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 21st day of April, 2020.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law 2020-040

Agreement between

The Corporation of the City of Temiskaming Shores

and

Blanchfield Roofing Co. Ltd.

for the roof replacement at the Shelly Herbert-Shea Memorial Arena

This agreement made in duplicate this 21st day of April, 2020.

Between:

The Corporation of the City of Temiskaming Shores
(hereinafter called “the Owner”)

and

Blanchfield Roofing Co. Ltd.
(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
Haileybury Arena Roof Replacement
PW-RFQ-004-2020**

- b) Do and fulfill everything indicated by this Agreement and in the Form of Agreement attached hereto Appendix 01; and
c) Complete, as certified by the Director, all the work by **August 28, 2020.**

Article II:

The Owner will:

- a) Pay the Contractor in lawful money of Canada for the material and services aforesaid **Four Hundred and Twenty-One Thousand, Six Hundred and Twenty Dollars and Zero Cents (\$421,620.00) plus applicable taxes** for roof replacement at the Shelly Herbert-Shea Memorial Arena 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:

Blanchfield Roofing Co. Ltd.
34 Venture Crescent
North Bay, Ontario
P1A 0E4

The Owner:

City of Temiskaming Shores
P.O. Box 2050 / 325 Farr Drive
Haileybury, Ontario
P0J 1K0

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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)

Blanchfield Roofing Company Limited

Vice President – Megan Delorme

Witness Signature

Name: _____

Title: _____

**Corporation of the City of
Temiskaming Shores**

Municipal Seal)

Mayor – Carman Kidd

Clerk – David B. Treen



Appendix 01 to
Schedule "A" to

By-law No. 2020-040

Form of Agreement



City of Temiskaming Shores
PW-RFQ-004-2020
Haileybury Arena Roof Replacement - Haileybury

Form of Quotation

Each Quotation should contain the legal name under which the Proponent 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 Quotation.

We, the undersigned, understand and accept those specifications, conditions, and details as described herein, and, for these rates/prices offer to furnish all equipment, labor, apparatus and documentation as are required to satisfy this Quotation.

NOTE: All portions of "Form of Quotation" must be accurately and completely filled out.

Option 1:

Description	Amount
Lump Sum to complete work for sections S2, S4 and S5	\$ 650,410.00
Sub-Total:	\$ 650,410.00
H.S.T.:	\$ 84,553.30
Total:	\$ 734,963.30

Option 2:

Description	Amount
Lump Sum to complete work for sections S4 and S5	\$ 421,620.00
Sub-Total:	\$ 421,620.00
H.S.T.:	\$ 54,810.60
Total:	\$ 476,430.60

Unit Pricing:

Description	Amount
Section S2 – Polyisocyanurate (3.0") replacement / sq. ft.	\$ 4.00
Section S4 and S5 – Lumber deck replacement / sq. ft.	\$ 6.55
Perimeter and penetration wood blocking / ln. ft.	\$ 8.50



PW-RFQ-004-2020
Haileybury Arena Roof Replacement

Non-Collusion Affidavit

I/ We Blanchfield Roofing Co. 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.

Blanchfield Roofing Company Limited
Company Name

34 Venture Cres. North Bay ON P1A0E4
Address

M Delorme
Authorized Signature

Print Name: Megan Delorme

Title: Vice President

E-mail: megan@blanchfieldroofing.com

Phone No.: 705-472-5973

The Corporation of the City of Temiskaming Shores

By-law No. 2020-041

Being a by-law to amend By-law No. 2019-142, as amended being a by-law to authorize the entering into a lease agreement with Dr. Lynne Lacasse for the rental of space at the Haileybury Medical Centre

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

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

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

And whereas Council considered Memo No. 006-2020-CS at the April 21, 2020 Regular Council meeting and directed staff to prepare the necessary by-law to amend By-law No. 2019-142 to remove a 60 ft² examination room for consideration at the April 21, 2020 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 By-law No. 2019-142, as amended be further amended by removing Article 1 of Schedule "A" and replacing it with the following:

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 area of Two Hundred and Eighty-eight square feet (288 ft²) located at 95 Meridian Avenue, City of Temiskaming Shores, Ontario being herein after called the "premises".

2. That this by-law will come into effect as of June 1st, 2020;
3. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor changes 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.

Read a first, second and third time and finally passed this 21st day of April, 2020.

Mayor – Carman Kidd

Clerk – David B. Treen

The Corporation of the City of Temiskaming Shores

By-law No. 2020-042

Being a by-law to amend By-law No. 2020-029, as amended being a by-law to authorize the entering into a lease agreement with Dr. Phillip J. Smith for the rental of space at the Haileybury Medical Centre

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

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

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

And whereas Council considered Memo No. 006-2020-CS at the April 21, 2020 Regular Council meeting and directed staff to prepare the necessary by-law to amend By-law No. 2020-029 to add a 60 ft² examination room for consideration at the April 21, 2020 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 By-law No. 2020-029, as amended be further amended by removing Article 1 of Schedule "A" and replacing it with the following:

1. Leased Premises

The Landlord hereby demises and leases to the Lessee part of the upper level in the Landlord's Building containing a rentable area of Three Hundred and Seventy-Two square feet (372 ft²) located at 95 Meridian Avenue, City of Temiskaming Shores, Ontario being herein after called the "premises".

2. That this by-law will come into effect as of June 1st, 2020;
3. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor changes 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.

Read a first, second and third time and finally passed this 21st day of April, 2020.

Mayor – Carman Kidd

Clerk – David B. Treen

The Corporation of the City of Temiskaming Shores

By-law No. 2020-043

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 April 21, 2020

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 **April 21, 2020** 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 21st day of April, 2020.

Mayor – Carman Kidd

Clerk – David B. Treen