



The Corporation of the City of Temiskaming Shores
Regular Meeting of Council
Tuesday, March 17, 2015
6:00 P.M.
City Hall Council Chambers – 325 Farr Drive

Agenda

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

4. **Approval of Agenda**

Draft Motion

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

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

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

Draft Motion

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

- a) Regular Meeting of Council – March 3, 2015
- b) Special Meeting of Council – March 10, 2015

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

None

8. Question and Answer Period

9. Presentations / Delegations

a) Réjeanne Massie, Village Noel

Re: Presentation on Village Noel

10. Communications

a) Jean-Claude Carriere, Community Project Officer ACFO Témiskaming – Building Ties Among Us

Re: Press Release from February 27, 2015 meeting

Reference: Received for information

b) Ted McMeekin, Minister – Ministry of Municipal Affairs and Housing

Re: Smart Growth for our Communities Act, 2015 – Proposed changes to the *Development Charges Act, 1997* and *Planning Act*

Reference: Referred to the Director of Community Growth and Planning

c) Gary Scanlan, Director – Watson and Associates

Re: Assessment of the proposed changes to the *Development Charges Act, 1997* and *Planning Act*

Reference: Referred to the Director of Community Growth and Planning

- d) Douglas Walsh, Chair – Northeastern Ontario Public Works Organization
Re: Invitation to attend NEOPWO Manager’s Forum on April 14, 2015 in Timmins, Ontario
Reference: Motion to be presented under New Business
- e) Shawn Hearn, President – Cobalt-Haileybury Curling Club
Re: Frog’s Breath Foundation - Request for Application Sponsor
Reference: Motion to be presented under New Business

Draft Motion

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

11. Committees of Council – Community and Regional

Draft Motion

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

- a) Minutes of the Temiskaming Shores Accessibility Advisory Committee (TSAAC) meeting held on February 18, 2015;
- b) Minutes of the Temiskaming Transit Committee meeting held on January 27, 2015;
- c) Minutes of the District of Timiskaming Social Services Administration Board meeting held on January 21, 2015;
- d) Minutes of the South Temiskaming Cultural Sustainability Project Committee meeting held on March 10, 2015.

12. Committees of Council – Internal Departments

Draft Motion

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

- a) Minutes of the OCWA Consultation meeting held on February, 2015;
- b) Minutes of the Building Maintenance Committee held on February 12, 2015;
- c) Minutes of the Recreation Services Committee meeting held on February 2, 2015.

13. Reports by Members of Council

14. Notice of Motions

15. New Business

- a) **Memo 006-2015-CGP – Amendment to By-law No. 2013-183 “Fence By-law” – Short Form Wording and Set Fines**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Memo 006-2015-CGP;

That Council directs staff to undertake a thirty (30) day public consultation process for Appendix 01 – Draft By-law for Short Form Wording and Set Fines to By-law No. 2013-183 (Fence By-law);

That Council agrees to consider First and Second Reading of the by-law to amend By-law No. 2013-183 at the March 17, 2015 Regular Council meeting; and

That Council directs staff to submit to the Ministry of Attorney General and Regional Senior Justice for approval of the short form wording and set fines prior to Third and Final Reading.

- b) **Memo 007-2015-CGP – Accessibility for Ontarians with Disabilities Act (AODA) 10th Anniversary Champion Award - Nomination**

Draft Motion

Whereas the Association of Municipal Clerks and Treasurers of Ontario (AMCTO) will be celebrating the 10th Anniversary since the introduction of Accessibility for Ontarians with Disabilities Act; and

Whereas ACMTO is seeking nominations for the AODA 10th Anniversary Championship Award to recognize individuals who demonstrate leadership in accessibility and disability issues, passion and commitment in the promotion and awareness of accessibility and inclusiveness in their community; and

Whereas the Temiskaming Shores Accessibility Advisory Committee recommends the nomination of Kaireen MacKinnon.

Now therefore the Council for the City of Temiskaming Shores hereby supports the nomination of Kaireen MacKinnon for the AODA 10th Anniversary Champion Award.

c) Memo 008-2015-CGP – Deeming By-law – 686 Champlain Street - Smythe

Draft Motion

Whereas Douglas and Abby Smythe, owners of 686 Champlain Street, would like to merge Lots on title through the adoption of a deeming by-law in compliance with the Planning Act in order to create one property with one Roll number; and

Whereas the owners have acknowledged that registration of the pending deeming by-law on title will be at their expense.

Now therefore be it resolved that Council for the City of Temiskaming Shores hereby directs staff to prepare the necessary by-law to deem Lots 20, 30, 40 and 50 on Plan M-105 NB, Parcels 22527 SST, 1898 T and 2146 SST to no longer be Lots on a Plan of Subdivision.

d) Memo 009-2015-CGP – Deeming By-law – 330 View Street - Houghton

Draft Motion

Whereas John Brown, agent for Fraser Houghton, owner of 330 View Street would like to merge Lots on title through the adoption of a deeming by-law in compliance with the Planning Act in order to create one property with one Roll number; and

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

Now therefore be it resolved that Council for the City of Temiskaming Shores hereby directs staff to prepare the necessary by-law to deem Lots 1 and 2 on Plan M-81 NB, Parcels 11456 SST and 12647 SST to no longer be Lots on a Plan of Subdivision.

e) Memo 010-2015-CGP – Site Plan Guidelines for Accessibility

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Memo 010-2015-CGP; and

That Council hereby adopts Appendix 01 to Memo 010-2015-CGP entitled “Accessibility Checklist for Site Plan Applications” to be used as part the City’s pre-consultation with respect to Site Plan Control.

f) Administrative Report No. CGP-009-2015 – TSAAC – Terms of Reference – Annual Review

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CGP-009-2015; and

That Council directs staff to prepare the necessary by-law to amend By-law No. 2009-077 (Terms of Reference for the Temiskaming Shores Accessibility Advisory Committee) for consideration at the April 7, 2015 Regular Council meeting.

g) Administrative Report No. CGP-010-2015 – Site Plan Control Agreement – Dymond Industrial Park – Propane Facility

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CGP-010-2015; and

That Council directs staff to prepare the necessary by-law to enter into a Site Plan Control Agreement with 2419753 Ontario Inc. and 2419753

Ontario Inc. for the property at 744055 Brazeau Boulevard for consideration at the March 17, 2015 Regular Council meeting.

h) Administrative Report No. CGP-013-2015 – Accessibility Upgrades – Application Fees – Amends By-law No. 2013-052

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CGP-013-2015;

That Council directs staff to prepare the necessary by-law to amend By-law No. 2013-052 (Building By-law) for consideration of First and Second Reading at the April 7, 2015 Regular Council meeting;

That Council directs staff to provide public notice of the by-law to amend By-law No. 2013-052, in particular the Building Permit Application Fee changes in accordance with the Building Code Act and By-law No. 2013-052;

That a public meeting be held at the April 21, 2015 Regular Council meeting in regards to the proposed Building Permit Application Fee changes;

That Third and Final Reading of the by-law to amend By-law No. 2013-052 be considered at the May 5, 2015 Regular Council meeting; and

That Council directs staff to prepare the necessary by-law to amend the City's Fees By-law No. 2012-039 to include the Building Permit Application Fee changes for consideration at the May 5, 2015 Regular Council meeting.

i) Administrative Report No. CGP-014-2015 – ZBA-2015-04 (D) – Loach – 118420 Sales Barn Road

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CGP-014-2015;

That Council agrees to amend the provisions of the Township of Dymond Zoning By-law 984 to permit the construction of an accessory triplex on the subject property; and

That Council directs staff to prepare the necessary by-law to amend the Township of Dymond Zoning By-law 984 for consideration at the April 7, 2015 Regular Council meeting.

j) Administrative Report No. CGP-015-2015 – Encroachment Agreements for Accessible Ramps and Lifts

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CGP-015-2015; and

That Council delegates authority to the City Manager to enter into Encroachment Agreements for accessible ramps and lifts for single detached houses, semi-detached houses, townhouses and row houses which contain not more than two dwelling units in each house.

k) Administrative Report No. CGP-016-2015 – Cultivation of Municipal Land – Lease Agreement with Philip Alexander

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CGP-016-2015;

That Council hereby directs staff to prepare the necessary by-law to repeal By-law No. 2011-092 being a lease agreement with the late Jean Paul Bedard for consideration at the March 17, 2015 Regular Council meeting; and

That Council directs staff to prepare the necessary by-law to enter into a lease agreement with Mr. Philip Alexander for cultivation purposes for consideration at the March 17, 2015 Regular Council meeting.

l) Facility Closures - December 24, 2015 and December 31, 2015

Draft Motion

Whereas the Corporate Services Committee discussed facility closures on December 24th and December 31st, 2015 at their March 9, 2015 meeting and passed Recommendation CS-2015-013 to close City Hall starting at noon on those respective days.

Now therefore be it resolved that the Council of the City of Temiskaming Shores hereby approves the following facility closures starting at 12:00 noon on both December 24th and 31st, 2015:

- City Hall – 325 Farr Drive
- Fire Services – 181 Drive-in-Theatre Road
- Haileybury Arena – 400 Ferguson Avenue
- New Liskeard Arena – 75 Wellington Street
- Pool/Fitness Centre – 77 Wellington Street
- Public Works Complex – 200 Lakeshore Road North

m) Pool Fitness Memberships for Council

Draft Motion

Whereas the Corporate Services Committee passed Recommendation CS-2015-014 at their March 9, 2015 meeting regarding individual Pool/Fitness memberships for members of Council.

Now therefore be it resolved that the Council of the City of Temiskaming Shores hereby approves a 100% discount on a full individual membership to the Waterfront Pool Fitness Centre for each member of Council which shall be non-transferable and have no cash value.

n) Administrative Report No. CS-012-2015 – Temiskaming Shores Information – Technology Capital

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-012-2015; and

That Council directs staff to proceed with the purchase of a Back-up & Recovery System as well as the Network Security & Management Project in order to capitalize on special pricing discounts in the amount of \$54,920.46 plus applicable taxes.

- o) Administrative Report No. CS-013-2015 – Library Network and Information Technology Merger**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-013-2015; and

That Council directs staff to develop the necessary by-law to enter into an agreement with the Temiskaming Shores Library for Network and Information Technology Services for consideration at the April 7, 2015 Regular Council meeting.

- p) Administrative Report No. PPP-002-2015 – 2014 Annual Fire Department Report**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PPP-002-2015 - 2014 Annual Report for information purposes.

- q) Memo 002-2015-PW – Dymond Industrial Park - Storm Water Management System – Contract Change Order**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Memo 002-2015-PW;

That Council for the City of Temiskaming Shores approves Contract Change Order No. 1 and Contract Change Order No. 2 resulting in an increase of \$36,422.90 to By-law No. 2014-201 being an agreement with Pedersen Construction (2013) Inc. for the construction of the Storm Water Management System.

- r) Memo 003-2015-PW – Master Electrician Agreement – Lisand Electrical Services**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Memo 003-2015-PW;

That Council directs staff to prepare the necessary by-law to enter into an agreement with Lisand Electrical Services for a Master Electrician Service Contract for consideration at the March 17, 2015 Regular Council meeting.

s) Administrative Report No. PW-009-2015 – Equipment Rental - Spring Ditching

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-009-2015;

That as outlined in Section 3.5 of By-law No. 2009-012, Purchasing Policies and Procedures, Council approves the award of the Equipment Rental – Excavator for Snow Ditching contract to *A. Miron Topsoil Ltd.* at the rate of \$98/hr plus HST and \$350/week plus HST for float moves; and

That Council directs Staff to prepare the necessary by-law to enter into an agreement with A. Miron Topsoil Ltd. for consideration at the March 17, 2015 Regular Council meeting.

t) Administrative Report No. PW-010-2015 – Supply and Delivery of Miscellaneous Automotive Oils and Lubricants

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-010-2015;

That as outlined in By-law No. 2009-012, Purchasing Policies and Procedures, Section 3.5 Approval Authority, Council approves the award of Request For Quotation PWO-RFQ-001-2015 for the supply and delivery of Miscellaneous Automotive Oils and Lubricants to Tri Town Auto & Industrial Supplies at a price of \$18,737.52 plus applicable taxes; and

That Council directs Staff to prepare the necessary by-law to enter into an agreement with Tri-Town Auto & Industrial Supplies for consideration at the March 17, 2015 Regular Council meeting.

u) Administrative Report No. PW-011-2015 – Waterfront Stabilization Project

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-011-2015;

That as outlined in By-law No. 2009-012, Purchasing Policies and Procedures, Section 3.5 Approval Authority, Council approves the award of the contract to Pedersen Construction for the Waterfront Upgrades, as detailed in Request for Tender BM-001-2015 for a total upset limit of \$36,738.00 plus applicable taxes; and

That Council directs Staff to prepare the necessary by-law and agreement for the said contract for consideration at the March 17, 2015 Regular Council meeting.

v) North Eastern Ontario Public Works Organization Manager's Forum

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby approves the attendance of Mayor Carman Kidd, Councillor Doug Jelly and City Manager Chris Oslund to the North Eastern Ontario Public Works Organization Manager's Forum scheduled for Tuesday, April 14, 2015 in Timmins, Ontario; and

Further be it resolved that the expenses incurred in attending the said Forum be covered in accordance to the Municipal Business Travel and Expense Policy.

w) Frog's Breath Foundation – Request for Application Sponsor – Cobalt-Haileybury Curling Club

Draft Motion

Whereas the Cobalt-Haileybury Curling Club requires a registered charitable organization to sponsor their application to the Frog's Breath Foundation for funding to assist with the overhaul of their Ice Plant 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 Cobalt-Haileybury Curling Club's funding application to the Frog's Breath Foundation.

x) Frog's Breath Foundation – Request for Application Sponsor – New Liskeard Agricultural Society

Draft Motion

Whereas the New Liskeard Agricultural Society requires a registered charitable organization to sponsor their application to the Frog's Breath Foundation for funding to improve the "Kiddie Corral" at the Fall Fair Grounds 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 New Liskeard Agricultural Society's funding application to the Frog's Breath Foundation.

y) Temiskaming Foundation – Request for Application Sponsor – New Liskeard Agricultural Society

Draft Motion

Whereas the New Liskeard Agricultural Society requires a registered charitable organization to sponsor their application to the Temiskaming Foundation for funding to improve the "Kiddie Corral" at the Fall Fair Grounds 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 New Liskeard Agricultural Society's funding application to the Temiskaming Foundation.

16. By-laws

Draft Motion

Be it resolved that:

By-law No. 2015-060

Being a by-law to authorize an Agreement with the Haileybury Family Health Team for the rental of space at the Haileybury Medical Centre

- By-law No. 2015-061 Being a by-law to amend By-law No. 2013-183 (Fence By-law) and to Repeal By-law No. 2007-168
- By-law No. 2015-062 Being a by-law to authorize a lease agreement with Dr. Phillip J. Smith for the rental of space at the Haileybury Medical Centre
- By-law No. 2015-063 Being a by-law to designate any plan of subdivision, or part thereof, that has been registered for eight years or more, which shall be deemed as not a registered plan of subdivision – 686 Champlain Street – Roll Nos. 54-18-030-007-008, 54-18-030-007-011
- By-law No. 2015-064 Being a by-law to authorize the execution of a Site Plan Control Agreement with 2419713 Ontario Inc. and 2419753 Ontario Inc. for 744055 Brazeau Boulevard – Roll Nos. 54-18-020-001-027.19 and 54-18-020-001-027.18
- By-law No. 2015-065 Being a by-law to enter into an agreement with the Town of Cobalt for the acceptance of recyclable materials at the Spoke Transfer Station on Barr Drive
- By-law No. 2015-066 Being a by-law to designate any plan of subdivision, or part thereof, that has been registered for eight years or more, which shall be deemed as not a registered plan of subdivision – 330 View Street - Roll Nos. 54-18-030-005-004
- By-law No. 2015-067 Being a by-law to enter into an agreement with LISAND Electrical Services for a Master Electrician Service Contract

By-law No. 2015-068 Being a by-law to enter into a lease agreement with Philip Alexander to use of Municipal Land for Cultivation Purposes (Dymond Wastewater Lagoon Area)

By-law No. 2015-069 Being a by-law to enter into an agreement with Tri-Town Auto & Industrial Supplies for the Supply and Delivery of Miscellaneous Automotive Oils and Lubricants (2015)

By-law No. 2015-070 Being a by-law to appoint members to the Master Fire Plan Review Committee

be hereby introduced and given first and second reading.

Draft Motion

Be it resolved that:

By-law No. 2015-060;

By-law No. 2015-062;

By-law No. 2015-063;

By-law No. 2015-064;

By-law No. 2015-065;

By-law No. 2015-066;

By-law No. 2015-067;

By-law No. 2015-068;

By-law No. 2015-069; and

By-law No. 2015-070

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

17. Schedule of Meetings

- a) Regular Council Meeting – Tuesday, April 7, 2015 at 6:00 p.m.
- b) Regular Meeting of Council – Tuesday, April 21, 2015 at 6:00 p.m.

18. Question and Answer Period

19. Closed Session

Draft Motion

Be it resolved that Council agrees to convene in Closed Session at _____ pm to discuss the following matters:

- a) Adoption of the March 3, 2015 – Closed Session Minutes
- b) Adoption of the March 10, 2015 – Closed Session Minutes
- c) Under Section 239 (2) (c) of the Municipal Act, 2001 – Disposition of Land – Offer to Purchase – Seton Street – Confidential Administrative Report No. CGP-011-2015
- d) Under Section 239 (2) (c) of the Municipal Act, 2001 – Disposition of Land – Offer to Purchase – Georgina Avenue – Confidential Administrative Report No. CGP-012-2015
- e) Under Section 239 (2) (c) of the Municipal Act, 2001 – Disposition of Land – Offer to Purchase – Meridian Avenue
- f) Under Section 239 (2) (f) of the Municipal Act, 2001 – Advice that is subject to solicitor/Client privilege – Accessible/Affordable Housing Draft Agreement

20. Confirming By-law

Draft Motion

Be it resolved that By-law No. 2015-071 being a by-law to confirm certain proceedings of Council of The Corporation of the City of Temiskaming Shores for its Special Meeting held on **March 10, 2015** and its Regular Meeting held on **March 17, 2015** be hereby introduced and given First and Second Reading.

Draft Motion

Be it resolved that By-law No. 2015-071 be given Third and Final Reading, be signed by the Mayor and Clerk and the corporate seal affixed thereto.

21. Adjournment

Draft Motion

Be it resolved that City Council adjourns at _____ pm.

Mayor – Carman Kidd

Clerk – David B. Treen



The Corporation of the City of Temiskaming Shores
Regular Meeting of Council
Tuesday, March 3, 2015
6:00 P.M.
City Hall Council Chambers – 325 Farr Drive

Minutes

1. Call to Order

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

2. Roll Call

Present: Mayor Carman Kidd
Councillors Jesse Foley, Doug Jelly, Jeff Laferriere, Mike McArthur,
Patricia Hewitt and Danny Whalen

Also
Present: Christopher W. Oslund, City Manager
David B. Treen, Municipal Clerk
Doug Walsh, Director of Public Works
Tammie Caldwell, Director of Recreation
Shelly Zubyck, Director of Corporate Services
Karen Beauchamp, Director of Community Growth and Planning
Tim Uttley, Fire Chief
Jennifer Pye, Planner

Media: Diane Johnston, Temiskaming Speaker
Bill Buchberger, CJTT

Members of the Public Present: 2

3. Review of Revisions or Deletions to Agenda

Deletions:

Under Item 15 New Business delete:

- g) Administrative Report No. PW-009-2015 – Waterfront Upgrades – Tender Award

The tenders submitted were higher than the engineer's estimate and will require further analysis prior to a recommendation for Council consideration. It is anticipated that Administrative Report No. PW-009-2015 will be prepared for the March 10, 2015 Special Council meeting.

4. Approval of Agenda

Resolution No. 2015-161

Moved by: Councillor Jelly

Seconded by: Councillor Laferriere

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

Carried

5. Disclosure of Pecuniary Interest and General Nature

Councillor Jelly disclosed a pecuniary interest in regards to Item 15 h) Memo 002-2015-RS – User Fees – Bucke Park and under Item 16 By-law No. 2015-047 (revised fees for Bucke Park).

6. Review and adoption of Council Minutes

Resolution No. 2015-162

Moved by: Councillor Whalen

Seconded by: Councillor Foley

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

- a) Regular Meeting of Council – February 17, 2015

Carried

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

7.1 *Zoning By-law Amendment – 118420 Sales Barn Road*

Application No.: ZBA-2015-04 (D)

Owner: Adam Loach

Applicant: Brenda Steep

Subject Land: 118420 Sales Barn Road

Purpose of the Application: To allow the construction of a triplex on the subject property. The zoning by-law allows up to three (3) accessory (single detached) dwellings on a farm property to house farm help. The applicant would like to combine the three (3) separate dwellings into one dwelling house (triplex).

Mayor Kidd indicated that the public meeting scheduled tonight is for one Zoning By-law Amendment and that the Planning Act requires that a public meeting be held before Council decides whether to pass a by-law adopting a proposed amendment.

The public meeting serves two purposes: first, to present to Council and the public the details and background to the proposed amendment and second, to receive comments from the public and agencies before a decision is made by Council.

Mayor Kidd declared the meeting to be open and to be a public meeting pursuant to Section 34 of the Planning Act and asked Planner, Jennifer Pye to present the application.

Jennifer Pye, utilizing a powerpoint presentation, outlined that the subject land is located at 118420 Sales Barn Road in the Township of Dymond and is a site specific amendment to rezone the property from Agriculture (A1) to add an exception to permit the construction of a triplex on the property. The current use of the property is agriculture (crops and livestock) and farm buildings; the propose use is agriculture with an accessory triplex with units to be occupied by the owner, family and on-far help, existing farm buildings to remain.

Jennifer indicated that the proposed use complies with the Official Plan designation and the applicant has satisfied the Minimum Distance Separation requirements. The proposed zoning amendment would be site specific and add a definition of a dwelling house to recognize a triplex dwelling.

Mayor Kidd thanked Jennifer for her presentation and inquired if there were any questions or comments from the applicant or members of the public. Mayor Kidd inquired if there were any comments from Council.

With no further comments, Mayor Kidd declared this portion of the public meeting to be closed and advised that Council will give due consideration to all comments received and an administrative report will be considered by Council at a future Council meeting.

8. Question and Answer Period

None

9. Presentations / Delegations

None

10. Communications

a) Mayor Al Spacek, President - FONOM

Re: News Letter: “FONOM Attends Northern Leaders’ Dialogue”

Reference: Received for information

b) Mayor Al Spacek, President - FONOM

Re: News Letter: “Bill 52 Won’t Protect Real Victims of SLAPP Suits in Ontario”

Reference: Received for information

c) Mayor Al Spacek, President - FONOM

Re: News Letter: “FONOM Calls on Attorney General to Consider Proposed Changes to Bill 52”

Reference: Received for information

- d) Jeff Leal, Minister – Ministry of Agriculture, Food and Rural Affairs
Re: 2015 Premier’s Award for Agri-Food Innovation Excellence Program
Reference: Referred to Northern Ontario Farm Innovation Association (NOFIA)

- e) Mark Leach, Associate Deputy Minister – Ministry of the Attorney General
Re: Provincial Offences Act reform – Consultation Period
Reference: Received for information

- f) Barbara Hall, Chief Commissioner – Ontario Human Rights Commission
Re: Letter – Applying a human rights lens in zoning, licensing and municipal decision-making
Reference: Referred to the Director of Community Growth and Planning

- g) Safety Policy and Education Branch – Ministry of Transportation
Re: Unanimous passage of Vantof’s off-road vehicles bill
Reference: Received for information

- h) Mayor Al Spacek, President - FONOM
Re: News Letter: “FONOM meets with the Provincial Cabinet at ROMA/OGRA”
Reference: Received for information

- i) Warren Thomas, President – Ontario Public Service Employees Union
Re: OPSEU calls for paramedic priority response during medical emergencies
Reference: Received for information

Resolution No. 2015-163

Moved by: Councillor Foley
Seconded by: Councillor Hewitt

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

Carried

11. Committees of Council – Community and Regional

Resolution No. 2015-164

Moved by: Councillor Jelly
Seconded by: Councillor Laferriere

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

- a) Meeting Notes from the TEMAG discussion with Municipal Property Assessment Corporation held in October, 2014;
- b) Minutes of the Temiskaming Mayors Action Group (TeMAG) meeting held on February 14, 2015;
- c) Minutes of the South Temiskaming Cultural Sustainability Project Committee meeting held on February 19, 2015;
- d) Minutes of the Temiskaming Shores Public Library Board meeting held on January 15, 2015;
- e) January 2015 Earleton-Timiskaming Regional Airport Report;

Carried

12. Committees of Council – Internal Departments

Resolution No. 2015-165

Moved by: Councillor McArthur
Seconded by: Councillor Laferriere

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

- a) Minutes of the Public Works Committee meeting held on February 12, 2015;

Carried

13. Reports by Members of Council

Councillor Jelly reported on the recent attendance at the OGRA/ROMA conference and in particular the Small Town Rural forum and heard from various municipalities throughout the province. Temiskaming Shores is doing a lot of things right and would give us a B⁺; we are a proactive community compared to a lot of other municipalities.

Mayor Kidd also spoke to the conference and the meetings with various Ministers and were very well received and addressed some issue of concern for the City and their staff will be replying in due course. Attended a session on the Ring of Fire where there was an announcement of \$780,000 to complete studies on how best get infrastructure into the project.

Mayor Kidd also outlined that he attend the PDAC convention where Northern Ontario was well represented and commended James Franks for his efforts in organizing the event with funding from FedNor.

Councillor Jelly added that several Ministers are familiar with our area and that goes a long way when describing issues of concern.

14. Notice of Motions

None

15. New Business

a) Declaration of Surplus Land – Housing Project for small families, seniors and persons living with disabilities

Resolution No. 2015-166

Moved by: Councillor Laferriere

Seconded by: Councillor Hewitt

Whereas Council considered Confidential Administrative Report CGP-004-2015 during the Closed Session of the February 3, 2015 Regular meeting of Council; and

Whereas Council directed staff to issue a Request for Proposal in regards to the sale and development of seven (7) potential projects for the construction of housing for small families, seniors and persons living with disabilities; and

Whereas Council supported dedicating surplus City owned lands to this initiative and directed staff to advertise and hold a public meeting to declare the properties surplus to the City's needs; and

Whereas Section 1.9 of Schedule "A" to By-law No. 2004-031 as amended – Procedural Policy for the Disposal of Municipal real property, states Council must declare property as surplus through resolution prior to disposal; and

Whereas Section 3.7 of Schedule "A" to By-law No. 2004-031 as amended, states that a minimum of five days (5) notice of a proposed sale shall be given to the public including a brief description, legislative requirements and pertinent dates that Council will consider the matter; and

Whereas public notice was placed in the Temiskaming Speaker on February 11, 2015 of Council's intent to sell municipal real property.

Now therefore be it resolved that Council of the City of Temiskaming Shores declares the following lands to be surplus to the municipality's needs specific to the development of housing for small families, seniors and persons living with disabilities:

Subject Land:

- Project No. 1* - Lots 73, 74 and 75 on Plan M-30 N.B.; Pcl 6163 SST, 7724 SST and 1465 SST (Albert Street)
- Project No. 2* - Lots 186 and 187 on Plan M-48 N.B.; Pcl 7723 SST (Lawlor Street)
- Project No. 3* - Lot 126 on Plan M-128 N.B.; Pcl 7590SST (Georgina Avenue)
- Project No. 4* - Lot 34 on Plan M-30 N.B.; Pcl 7724 SST (Little Street)
- Project No. 5* - Lot 100 on Plan M-77 N.B.; Pcl 13267 SST (Meridian Avenue)
- Project No. 6* - Lots 121 and 123 on Plan M-52 N.B.; Pcl 15735 SST and 16072 SST (Carter Boulevard)
- Project No. 7* - Lot 70 and 72 on Plan M-52 N.B.; Pcl 10954 SST (Carter Boulevard)

Carried

b) Memo 003-2015-CS – OPP Boat Slip Lease Extension – Amending Agreement

Resolution No. 2015-167

Moved by: Councillor Laferriere

Seconded by: Councillor Foley

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Memo 003-2015-CS;

That Council agrees to extend the lease agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Infrastructure for the rental of a boat slip at the Waterfront Marina for an additional five (5) years;

That Council directs staff to prepare the necessary amending by-law to amend By-law No. 2011-048, as amended to extend the OPP Boat Slip lease for consideration at the March 3, 2015 Regular Council meeting.

Carried

c) Supplemental Administrative Report CS-007-01-2015 – Spur Line Concession Lease Agreement – Big Scoops

Resolution No. 2015-168

Moved by: Councillor McArthur

Seconded by: Councillor Jelly

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-007-001-2015;

That Council directs staff to proceed with the necessary upgrades to the Spur Line Concession; and

That Council directs staff to prepare the necessary by-law to enter into a lease agreement with Big Scoops for the use of the Spur Line Concession for consideration at the March 3, 2015 Regular Council meeting.

Carried

d) Administrative Report No. CS-010-2015 – Haileybury Family Health Team Lease Agreement

Resolution No. 2015-169

Moved by: Councillor Hewitt

Seconded by: Councillor Laferriere

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-010-2015;

That Council directs staff to increase the rental rates for the use of office space by the Haileybury Family Health Team by 2.4% in accordance with the Consumer Price Index;

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 March 17, 2015 Regular meeting of Council; and

That Council directs staff to prepare the necessary by-law to enter into a two (2) year lease agreement with Doctor Phillip Smith for the use of office space at the Haileybury Medical Centre for consideration at the March 17, 2015 Regular Council meeting.

Carried

e) Administrative Report No. CGP-008-2015 – Enterprise Temiskaming 2015-2016 Revised Business Plan and Budget

Resolution No. 2015-170

Moved by: Councillor Whalen

Seconded by: Councillor Laferriere

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CGP-008-2015;

That Council acknowledges that Enterprise Temiskaming Small Business Enterprise Centre operates through By-law No. 2014-194 being an agreement between the City of Temiskaming Shores and the Ministry of Northern Development and Mines;

That Council acknowledges and approves the 2015-2016 Enterprise Temiskaming Revised Business Plan and Revised Budget; and

That Council directs staff to forward the Revised Business Plan and Revised Budget to the Province with the understanding that the Ministry has the authority to change or include additional mandates.

Carried

f) Administrative Report No. PW-008-2015 – Municipal Hazardous or Special Waste – Orange Drop Event

Resolution No. 2015-171

Moved by: Councillor Jelly

Seconded by: Councillor Foley

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-008-2015;

That Council agrees to host an Orange Drop Event on June 6, 2015; and

That Council directs staff to prepare the necessary by-law to enter into an agreement with Drain-All Ltd. To provide collection and disposal services for the Orange Drop Event for consideration at the March 3, 2015 Regular Council meeting.

Carried

g) Memo 002-2015-RS – User Fees – Bucke Park

Councillor Jelly disclosed a pecuniary interest with Memo 002-2015-RS and did not participate in the discussion of the subject matter nor did he vote on Resolution No. 2015-172.

Resolution No. 2015-172

Moved by: Councillor Whalen

Seconded by: Councillor Laferriere

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Memo 002-2015-RS; and

That Council for the City of Temiskaming Shores direct staff to modify By-law No. 2015-046 being a by-law to amend Municipal Fees By-law No. 2012-039 to reflect changes for Bucke Park fees and permit consideration of third and final reading of By-law No. 2015-046 at the March 3, 2015 Regular Council meeting.

Carried

16. By-laws

Resolution No. 2015-173

Moved by: Councillor Laferriere

Seconded by: Councillor McArthur

Be it resolved that:

By-law No. 2015-050 Being a by-law to enter into an agreement with OMAFRA – OCIF Application Based – Dymond Emergency Water Extension

By-law No. 2015-051 Being a by-law to amend the Town of New Liskeard Zoning By-law 2233 – Accessible Upgrades

By-law No. 2015-052 Being a by-law to amend the Township of Dymond Zoning By-law 984 – Accessible Upgrades

By-law No. 2015-053 Being a by-law to amend the Town of Haileybury Zoning By-law 85-27 – Accessible Upgrades

By-law No. 2015-054 Being a by-law to amend By-law No. 2013-011, as amended, being a by-law to adopt a Municipal Business, Travel and Expense Policy for the City of Temiskaming Shores

By-law No. 2015-055 Being a by-law to enter into an Agreement with Jacob Laforest for the provision of Concession Services at the New Liskeard Spurline Concession

By-law No. 2015-056 Being a by-law to enter into an agreement with Miller Paving Limited for the Removal and Replacement of the Pete’s Dam Recreational Trail Water Crossing Structure (Pedestrian Bridge) within the City of Temiskaming Shores

By-law No. 2015-057 Being a by-law to enter into an agreement with Drain-All Ltd. as a Registered Transporter for the City's Municipal Hazardous and Special Waste (MHSW) 2015 Orange Drop Collection Event

By-law No. 2015-058 Being a by-law to amend By-law NO. 2011-048, as amended, being a by-law to enter into an Agreement with Her Majesty the Queen in Right of Ontario as Represented by the Minister of Infrastructure for the Rental of a Boat Slip at the Waterfront Marina (OPP Boat Slip)

be hereby introduced and given first and second reading.

Carried

Councillor Jelly disclosed a pecuniary interest with By-law No. 2015-046 and did not participate in the discussion of the subject matter nor did he vote on Resolution No. 2015-174.

Resolution No. 2015-174

Moved by: Councillor Whalen
Seconded by: Councillor Laferriere

Be it resolved that:

By-law No. 2015-046 Being a by-law to amend By-law No. 2012-039 (Departmental User Fees) to adopt revised fees for Bucke Park and the Municipal Marinas

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

Carried

Resolution No. 2015-175

Moved by: Councillor Jelly
Seconded by: Councillor Foley

Be it resolved that:

By-law No. 2015-050;

By-law No. 2015-051;

By-law No. 2015-052;
By-law No. 2015-053;
By-law No. 2015-054;
By-law No. 2015-055;
By-law No. 2015-056;
By-law No. 2015-057; and
By-law No. 2015-058;

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

Carried

17. Schedule of Meetings

- a) Special Meeting of Council – Tuesday, March 10, 2015 at 6:00 p.m. (Budget)
- b) Regular Meeting of Council – Tuesday, March 17, 2015 at 6:00 p.m.
- c) Regular Meeting of Council – Tuesday, April 7, 2015 at 6:00 p.m.

18. Question and Answer Period

None

19. Closed Session

Resolution No. 2015-176

Moved by: Councillor Whalen
Seconded by: Councillor Laferriere

Be it resolved that Council agrees to convene in Closed Session at 6:55 pm to discuss the following matters:

- a) Adoption of the February 10, 2015 – Closed Session Minutes
- b) Adoption of the February 17, 2015 – Closed Session Minutes
- c) Under Section 239 (2) (d) of the Municipal Act, 2001 – Labour Relations – Monthly Human Resources Update

Carried

Resolution No. 2015-177

Moved by: Councillor Jelly
Seconded by: Councillor Foley

Be it resolved that Council of the City of Temiskaming Shores agrees to rise with report at 7:55 p.m.

Carried

a) Adoption of the February 10, 2015 – Closed Session Minutes

Resolution No. 2015-178

Moved by: Councillor Whalen
Seconded by: Councillor McArthur

Be it resolved that Council approves the February 10, 2015 Closed Session Minutes as printed.

Carried

b) Adoption of the February 17, 2015 – Closed Session Minutes

Resolution No. 2015-179

Moved by: Councillor Laferriere
Seconded by: Councillor Foley

Be it resolved that Council approves the February 17, 2015 Closed Session Minutes as printed.

Carried

c) Under Section 239 (2) (d) of the Municipal Act, 2001 – Labour Relations – Monthly Human Resources Update

Staff reviewed the monthly Human Resources update with Council.

20. Confirming By-law

Resolution No. 2015-180

Moved by: Councillor Foley
Seconded by: Councillor Laferriere

Be it resolved that By-law No. 2015-059 being a by-law to confirm certain proceedings of Council of The Corporation of the City of Temiskaming Shores for its Regular Meeting held **March 3, 2015** be hereby introduced and given first and second reading.

Carried

Resolution No. 2015-181

Moved by: Councillor Jelly
Seconded by: Councillor McArthur

Be it resolved that By-law No. 2015-059 be given third and final reading, be signed by the Mayor and Clerk and the corporate seal affixed thereto.

Carried

21. Adjournment

Resolution No. 2015-182

Moved by: Councillor Foley
Seconded by: Councillor Hewitt

Be it resolved that City Council adjourns at 7:58 pm.

Carried

Mayor – Carman Kidd

Clerk – David B. Treen



The Corporation of the City of Temiskaming Shores
Special Meeting of Council
Tuesday, March 10, 2015
6:00 P.M.

City Hall Council Chambers – 325 Farr Drive

Minutes

1. Call to Order

The meeting was called to order by Mayor Carman Kidd at 6:02 p.m.

2. Roll Call

Present: Mayor Carman Kidd
Councillors Jesse Foley, Patricia Hewitt, Jeff Laferriere, Mike
McArthur and Danny Whalen

Also

Present: Christopher W. Oslund, City Manager
David B. Treen, Municipal Clerk
Shelly Zubycck, Director of Corporate Services
Laura-Lee MacLeod, Treasurer
Doug Walsh, Director of Public Works
Jeff Thompson, Superintendent of Recreation
Karen Beauchamp, Director of Community Growth and Planning
Tim Uttley, Fire Chief
Rebecca Hunt, Library CEO

Regrets: Councillor Doug Jelly

Media: Diane Johnston, Temiskaming Speaker
Bill Buchberger, CJTT

Members of the Public Present: 1

3. Approval of Agenda

a) Review of Revisions or Deletions to Agenda

Resolution No. 2015-183

Moved by: Councillor Whalen

Seconded by: Councillor Laferriere

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

Carried

4. Declaration of Special Council Meeting

Resolution No. 2015-184

Moved by: Councillor Foley

Seconded by: Councillor McArthur

Be it resolved that the Council of the City of Temiskaming Shores declares this meeting a “Special Meeting of Council” in accordance to Section 7 of Procedural By-law No. 2008-160.

Carried

5. Disclosure of Pecuniary Interest and General Nature

Councillor Hewitt disclosed a pecuniary interest in regards to Item 7 b) Under Section 239 (2) (d) of the Municipal Act, 2001 – Labour Relations – Engineering Technician

6. New Business

a) 2015 Municipal Budget – Draft No. 2

Treasurer Laura-Lee MacLeod recapped Council direction from February 10, 2015 and subsequently reviewed the operational budget modifications based on department budget modifications.

Laura utilizing an excel presentation outlined the various budgets of the departments and Library Board including proposed capital projects. It was noted that the revised Library Budget was reviewed and endorsed by the Corporate Services Committee held on March 9, 2015 to which an overview was provided to Council.

Laura outlined that the Corporate Services also reviewed the 2015 operating and capital budget and endorsed it at the March 9th meeting as well. Laura presented

the various proposed capital projects for each department with the department Directors providing input as needed. Capital project were reviewed in the following order:

- Public Works – General;
- Public Works – Roads Program;
- Fire and Emergency;
- Corporate Services;
- Recreation - General;
- Waterfront;
- Property Maintenance;
- Fleet;
- Transit; and
- Environmental

The Treasurer ended by outlining how the various capital projects are anticipated to be financed.

Mayor Kidd thanked the Treasurer and staff in general for the presentation and the work completed in preparation of the 2015 Municipal Budget.

Resolution No. 2015-185

Moved by: Councillor Laferriere

Seconded by: Councillor Whalen

Whereas Council carried Resolution No. 2015-123 at the February 10, 2015 Special meeting of Council requesting that the Library Board to look at reducing their budget by \$50,000; and

Whereas Library Finance Committee has recommended a 2015 Library Board budget that has incorporated various reductions as presented at the March 10, 2015 Special Meeting of Council;

Now therefore be it resolved that the Council of the City of Temiskaming Shores hereby endorses the Library Board estimates for inclusion in the 2015 Budget.

Carried

Resolution No. 2015-186

Moved by: Councillor Laferriere

Seconded by: Councillor Hewitt

Be it resolved that the Council of the City of Temiskaming Shores acknowledges the presentation from the Treasurer on the 2015 Draft Municipal Budget estimates based on a 0% Tax Levy Increase as presented at the March 10, 2015 meeting; and

That Council directs staff to prepare a by-law to approve the operating and capital estimates for Council's consideration at the April 7, 2015 Regular Meeting of council; and

Further that notice be provided of Council's intent to approve the budget estimates in accordance with the City's Notice By-law.

Carried

7. Closed Session

Resolution No. 2015-187

Moved by: Councillor Whalen
Seconded by: Councillor Laferriere

Be it resolved that Council agrees to convene in Closed Session at 6:55 pm to discuss the following matters:

- a) Under Section 239 (2) (d) of the Municipal Act, 2001 – Labour Relations – Training Officer
- b) Under Section 239 (2) (d) of the Municipal Act, 2001 – Labour Relations – Engineering Technician

Carried

Resolution No. 2015-188

Moved by: Councillor Whalen
Seconded by: Councillor Laferriere

Be it resolved that Council of the City of Temiskaming Shores agrees to rise with report at 7:55 p.m.

Carried

- a) **Under Section 239 (2) (d) of the Municipal Act, 2001 – Labour Relations – Training Officer**

Council provided direction to staff in Closed Session.

- b) **Under Section 239 (2) (d) of the Municipal Act, 2001 – Labour Relations – Engineering Technician**

Council provided direction to staff in Closed Session.

8. Adjournment

Resolution No. 2015-189

Moved by: Councillor Foley

Seconded by: Councillor McArthur

Be it resolved that City Council adjourns at 7:56 p.m.

Carried

Mayor – Carman Kidd

Clerk – David B. Treen



Press release

Temiskaming Shores, February 27, 2015 – On Thursday, February 26th, a work session was held in Notre-Dame du Nord, Québec, which aimed to build stronger ties among our communities. This 5th edition saw over 50 participants from Temiskamingue Quebec, Temiskaming Ontario and from First Nations, which included representatives from municipalities, businesses, associations and many more from different backgrounds. Participants had the chance to meet new people, to exchange ideas but most importantly to build ties.

—Presenters discussed topics such as successful collaborations, issues that affect our regions, partnership possibilities, etc, to demonstrate that, in fact, Lake Temiskaming unites us all. Presentations were done in one of the two official languages and translated by “Northern Translation Services” from Maniwaki (QC), where participants were able to listen in with headsets.

—Several topics were discussed, such as post-secondary education, tourism, agriculture in the north and food processing. Following lunch, which was served by Éden Rouge, participants listened to other presentations on a few current topics. We would like to thank those that presented on their projects.

—The work session ended with Mr. Terence McBride, Chief of the Timiskaming First Nation, addressing the crowd and inviting everyone to attend the 6th Building Ties Among Us meeting in the Fall of 2015. It will be the First Nation’s turn to receive us in their community.

—Members of the committee are: Terence McBride, Chief of the Timiskaming First Nation; Claude Cardinal, Municipality of Notre-Dame du Nord; Tomy Boucher, Regional Municipality of Témiscamingue; James Franks, City of Temiskaming Shores; Lois Weston-Bernstein, Temiskaming Shores & Area Chamber of Commerce; Isabelle Ouellet and Ginette Lafrenière, Collège Boréal – Témiskaming Campus; and Jean-Claude Carrière, ACFO – Témiskaming region.



Isabelle Ouellet, Campus Director of the Campus of Témiskaming, Collège Boréal, gives a lecture on post-secondary education in the region while participants listen attentively, on Thursday February 26, 2015, at El Rodéo Hall, in Notre-Dame du-Nord, Québec.

— 30 —

Sources : Isabelle Ouellet
Campus Director of Collège Boréal, Campus du Témiskaming,
isabelle.ouellet@collegeboreal.ca
705-647-4421

Jean-Claude Carrière
Community Project Officer, ACFO Témiskaming
acfotem@ntl.sympatico.ca
705-647-6105

Tisser des liens entre les Témiscamingues! Building Ties Among Us In Temiskaming!

**Ministry of
Municipal Affairs
and Housing**

Office of the Minister

777 Bay Street, 17th Floor
Toronto ON M5G 2E5
Tel. 416-585-7000
Fax 416-585-6470
www.ontario.ca/MAH

**Ministère des
Affaires municipales
et du Logement**

Bureau du ministre

777, rue Bay, 17^e étage
Toronto ON M5G 2E5
Tél. 416-585-7000
Télééc. 416-585-6470
www.ontario.ca/MAH



Dear Head of Council,

I am pleased to announce that the government introduced Bill 73 – the proposed Smart Growth for Our Communities Act, 2015 in the Legislature today. These proposed changes to the *Development Charges Act, 1997* and the *Planning Act* are a result of the province-wide consultations the government undertook from October 2013 to January 2014.

The Bill includes provisions that would foster smart growth by:

- Increasing local decision-making and accountability
- Enhancing citizen engagement
- Supporting investments in growth-related infrastructure
- Increasing municipal transparency
- Increasing certainty and stability in the planning system and reduce costs
- Better resolving planning disputes

For more information and background on the Bill you may visit:

<http://www.mah.gov.on.ca/Page11014.aspx>

For a copy of Bill 73 – the proposed Smart Growth for Our Communities Act, 2015 and to monitor the status of the Bill through the legislative process, please visit the Legislative Assembly of Ontario website:

http://www.ontla.on.ca/web/bills/bills_detail.do?locale=en&Intranet=&BillID=3176

Comments on the proposed Bill can be made through the Environmental Bill of Rights Registry at

<http://www.ebr.gov.on.ca> (EBR Posting#: 012-3651) or by email to:

- PlanningConsultation@ontario.ca – for comments on the changes to the Planning Act
- DCAConsultation@ontario.ca – for comments on the changes to the Development Charges Act, 1997

Thank you for working with the government to make sure the development charges and land use planning and appeal systems are predictable, transparent, cost-effective and responsive to the changing needs of Ontario's communities.

Best regards,

Ted McMeekin
Minister

March 9, 2015

To Ontario Municipalities with Development Charge By-laws:

On March 5, 2015, we wrote to advise you of the announcement released by the Province regarding proposed changes to the *Development Charges Act (DCA)*. Subsequently, the Province gave first reading to Bill 73, “*An Act to amend the Development Charges Act, 1997 and the Planning Act*” (copy attached). The Bill provides more details into the intended changes to be made to the present development charges regime.

The following provides a summary of the portion of the Bill which relates to development charges.

Proposed Changes to the DCA

- **New definitions:**
 - “Prescribed” – a reference to what may be contained in the Regulation;
 - “Regulations” – used to specifically refer to regulations made under the DCA.
- **Ineligible Services** – move the definition of Ineligible Services from the DCA to the Regulations – allows for easier adjustments to add or reduce ineligible services.
- **Area Specific Charges:**
 - New requirements which will prescribe areas and services which must be undertaken on an area-specific basis;
 - New powers to allow the Province to prescribe municipalities, services and criteria so that the prescribed municipality must pass more than one by-law for prescribed services and criteria.
- **Transit Service** – 10% mandatory deduction from the growth-related costs will be removed.
- **Service Standard Calculations:**
 - Prescribe services which will not be subject to the 10-year historic average service restriction;
 - Restrictions so that a planned 10-year level of service to be achieved over the 10-year forecast is not exceeded;
 - Methodology for determining the planned level of service will be set out in the regulations.
- **Development Charge Background Study:**
 - Municipalities must examine the use of area-rating;
 - Must include an asset management plan related to new infrastructure – the requirements of the asset management plan, the information to be provided and the manner in which it is prepared will be prescribed by regulation.

- Must demonstrate that all of the new infrastructure in the asset management plan is financially sustainable over their full life cycle.
- **Payment Timing for Multiple Building Permits** – when multiple building permits are issued in respect of a single building, the DC is payable when the first building permit is issued.
- **Annual Report of the Treasurer** – existing reporting requirements will be continued and new requirements added to:
 - Identify all assets whose capital costs were funded by DCs and, for each asset, identify costs which were funded by other sources;
 - Include a statement as to the municipality's compliance in not imposing, directly or indirectly, a charge related to a development or a requirement to construct a service related to development, except as permitted by this Act;
 - Require that the report be made available to the public;
 - Submit the report to the Ministry of Municipal Affairs and Housing only when requested by the Minister.
- **Voluntary Payments:**
 - New provisions to prohibit municipalities from imposing voluntary payments or requiring construction of a service not authorized under the DCA (note that exceptions may be made for a prescribed class of development, a prescribed class of services related to development or a prescribed Act or a prescribed provision of an Act);
 - Transitional provisions will make exceptions for existing voluntary payment agreements;
 - Ministry of Municipal Affairs and Housing may investigate a municipality for compliance. Cost of all or a portion of the investigation may be imposed on the municipality.
- **Housekeeping Change to the Act** – to update the reference to the *Condominium Act*.
- **Regulations** – changes to provide the Lieutenant Governor in Council the authority to make regulations in respect of:
 - Ineligible services;
 - Municipalities, services, areas and criteria for the purposes of requiring area-rating;
 - Services that could use a planned level of service and the method for determining such planned level of service;
 - Information required in asset management plans and the manner of preparation for such plans;
 - Classes of development, classes of services to developments, Act and provisions of Acts for the purposes of restrictions on additional levies.

Remarks

At this time the Bill has received first reading, hence the above items are only proposed changes to the *Development Charges Act*. The Bill will be subject to a public process and there will be an opportunity for written and verbal submissions to be made prior to third and final reading. As well, you will recall that the government announced the launch of a Development Charges Working Group of key stakeholders, including municipalities and

developers, that would provide advice on complex issues needing further consideration. The Working Group purpose is to *“recommend to government a formula that would better reflect the needs of growing communities, increase eligible capital costs for municipal services beyond transit and advise which services should be eligible for the collection of development charges.”*

In our last correspondence, we mentioned that we would be contacting the Ministry to offer our assistance and expertise to the Development Charges Working Group. We have been advised that our request has been granted and our firm will be a participating member of the group.

As further information becomes available, we will continue to provide updates. During this process, we would be pleased to discuss this further with you.

We trust that the above information is helpful.

Yours very truly,

WATSON & ASSOCIATES ECONOMISTS LTD.



Gary Scandlan, BA, PLE
Director



Andrew Grunda, CMA, MBA
Principal



NORTH EASTERN ONTARIO PUBLIC WORKS ORGANIZATION

www.neopwo.ca

March 9, 2015

To all Mayor and Councils, CAO's

The **North Eastern Ontario Public Works Organization** will be hosting their annual Manager's Forum on April 14th, 2015 at Cedar Meadows at 1000 Norman Street, Timmins and the Annual Meeting and Conference on April 15th, 2015 at the McIntyre Arena in Schumacher.

We would like to invite a member of your Council, the CAO and/or Senior Managers to attend our Manager's Forum at Cedar Meadows, on Tuesday, April 14th, 2015. We have also included the brochure and registration forms for your frontline staff for the April 15th session.

We have invited a number of guests to present some valuable and timely information:

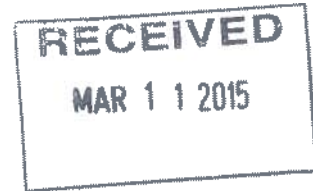
| | |
|---------------|--|
| 10:00 – 10:30 | Registration, Coffee and Welcome |
| 10:30 – 11:15 | <i>Northern Training Division – Solutions for a Powerful Workforce – Christine Heavens</i> |
| 11:15 – 12:00 | Contaminated Sites in the North, Dealing with Compliance – Paul Kehoe |
| 12:00 – 12:45 | Lunch / Networking |
| 12:45 – 1:30 | <i>Managing Your Liability – Dean Onucki</i> |
| 1:30 – 2:00 | <i>Preserving Roads, Conserving Budgets – Joel Wilkie</i> |
| 2:00 – 2:15 | <i>AORS Leadership Program – John Maheu</i> |
| 2:15 – 2:30 | <i>Asset Management Plans – Now What? – Yves Labelle</i> |
| 2:30 – 3:00 | Round Table Discussion and Wrap-up |

Please confirm your attendance by completing the attached Delegate Registration Form and returning it as soon as possible and forward the information on to your crew for the Annual Meeting.

The registration is free with paid current (2015) NEOPWO Annual Membership.

Hoping to see you there, yours truly,

Douglas Walsh, CET
Chairperson for NEOPWO



March 12, 2015

Mayor and Council
City of Temiskaming Shores
P.O. Box 2050
Haileybury ON
POJ 1K0

Re: Frog's Breath Application – Sponsoring Organization

Dear Mayor and Council:

The Cobalt Haileybury Curling Club (CHCC) is in the process of preparing an application to the Frog's Breath Foundation for funding to assist in the overhaul of our Ice Plant including our chiller, condenser, compressor, and other costs associated with this project.

As the CHCC is not a registered charitable organization they are required to obtain a Sponsoring Organization as part of the application process.

I respectfully submit a request for the City of Temiskaming Shores to be the Sponsoring Organization on behalf of the Cobalt Haileybury Curling for the Frog's Breath Foundation funding application.

Looking forward to your favourable response. If you have any questions or concerns, please do not hesitate to contact the undersigned at 705-672-2490 (home), 705-648-1493 (cell) or shearn@fibreop.ca.

Yours truly,

Shawn Hearn
President



**THE CORPORATION OF THE CITY OF TEMISKAMING SHORES
ACCESSIBILITY ADVISORY COMMITTEE REGULAR MEETING**

Wednesday, February 18, 2015 – 10:30 AM

Timiskaming Health Unit

Vision Statement: All people of the City of Temiskaming Shores shall live in dignity, with independence, inclusion and equal opportunity.

Mission Statement: To ensure through education, promotion, and advocacy, that all persons with disabilities can with dignity and independence have full, equal, inclusionary participation and opportunity within the boundaries of the City of Temiskaming Shores.

MINUTES

1. CALL TO ORDER

- Meeting called to order at 10:30 a.m.

2. ROLL CALL

MEMBERS:

- | | | |
|--|--|--|
| <input type="checkbox"/> Janice Labonte - Chair | <input checked="" type="checkbox"/> George Depencier | <input checked="" type="checkbox"/> Debbie Despres |
| <input checked="" type="checkbox"/> Carman Kidd (Mayor) | <input checked="" type="checkbox"/> Josette Cote | <input checked="" type="checkbox"/> Bob Hobbs |
| <input checked="" type="checkbox"/> Mike McArthur (Councillor) | <input checked="" type="checkbox"/> Walter Humeniuk | <input checked="" type="checkbox"/> Nicki Galley (phone) |

SUPPORT STAFF:

- Karen Beauchamp, Director of Community Growth and Planning
- Kelly Conlin, Executive Assistant
- Jennifer Pye, Planner

3. REVIEW OF REVISIONS OR DELETIONS TO AGENDA

- None

4. APPROVAL OF AGENDA

Moved by: Debbie Despres

Seconded by: George Depencier

Be it resolved that:

- The agenda for the February 18, 2015 TSAAC meeting be approved as amended.

CARRIED

5. DISCLOSURE OF CONFLICT OF INTEREST AND GENERAL NATURE

- None

6. REVIEW AND ADOPTION OF PREVIOUS MINUTES

Moved by: Walter Humeniuk

Seconded by: Bob Hobbs

Be it resolved that:

The Minutes for the January 21, 2015 TSAAC meeting be approved as amended.

CARRIED

7. UNFINISHED BUSINESS

7.1 Election of Chair and Vice Chair

Moved by: Debbie Despres

Seconded by: Walter Humenuik

Whereas Section 7.2 of the TSAAC Terms of Reference requires that at the first meeting of each calendar year, TSAAC shall elect a Chair and Vice-Chair;

Be it resolved that the motion of election of Chair and Vice-Chair is hereby deferred until the next regularly scheduled meeting.

CARRIED

7.2 Zoning By-Law amendments for Accessible ramps and lifts – update/timelines–
Discussion:

Jennifer Pye discussed the steps involved in the zoning by-law amendment; with the public meeting held February 3, 2015 . After passing the by-law at the upcoming March 3rd Council meeting, there will be a 20-day appeal period.

7.3 Housing for Small Families, seniors and Persons Living with Disabilities Project –
Karen Beauchamp explained that at last night’s Council meeting, Council held a public meeting prior to declaring the lands surplus, and there were no members of the public present to comment or object. Council would like to grant first rights of refusal to one of the properties, which in turn results in one less property for a development.

7.4 Terms of Reference - Review

Moved by: Walter Humeniuki

Seconded by: George Depencier

Be it resolved that:

TSAAC has reviewed the Terms of Reference for the Committee and recommends to Council that the following amendments be made:

Section 7.2 At the first meeting of each Council term, TSAAC will elect a Chair and a Vice-Chair to serve the Council term. The Chair and Vice-Chair shall be non-elected officials on the committee.

Section 8.1 Quorum shall be (3) members of TSAAC that are not members of Council.
Add: Each member shall confirm their attendance with the Committee Secretary before noon on the day before the meeting in order that the Committee Secretary can determine if there will be quorum. If there is no quorum, the Committee Secretary will notify all members that the meeting is cancelled.

Section 8.4 The Agenda shall be circulated to members of the Committee at least four (4) days prior to the regularly scheduled meeting.

Section 8.10 Draft minutes are provided to Council for their information. Adopted minutes shall be made available to the public at City Hall and posted on the Accessibility Page on the City’s website.

Add 8.13 Re-scheduling cancelled meetings – Cancelled meetings will not be re-scheduled unless the Chair determines that there is an item on the agenda that requires a decision by TSAAC before the next regular meeting.

CARRIED

7.5 Establish Dates and Times for Regular Meetings throughout the upcoming year

Moved by: Bob Hobbs

Seconded by: Debbie Despres

Whereas Section 8.2 of the TSAAC Terms of Reference requires that at the first meeting of each year, TSAAC shall commence the establishment of dates and times for regular meetings throughout the upcoming year,

Be it resolved that:

TSAAC will meet on the 3rd Wednesday of each month from 10:30 am until noon at the Timiskaming Health Unit on Whitewood Avenue in New Liskeard;

And further that the dates are as follows:

| | |
|-------------|-------------------------|
| January 21 | July 15 (if required) |
| February 18 | August 19 (if required) |
| March 18 | September 16 |
| April 15 | October 21 |
| May 20 | November 18 |
| June 17 | December 16 |

CARRIED

7.6 AODA 10th Anniversary Celebration – To be held on May 6, 2015 from 9:30 am – 3 pm at Cedar Meadows Resort in Timmins

Moved by: Debbie Despres

Seconded by: Mike McArthur

Be it resolved that:

TSAAC recommends that the following people attend the AODA 10th Anniversary Celebration and that their travel expenses be paid in accordance with the City's Travel and Expense Policy:

Karen Beauchamp, Director of Community Growth and Planning, who will be making a presentation about the success of Temiskaming Transit,

Debbie Despres

Josette Cote

Janice Labonte (inquire)

CARRIED

8. NEW BUSINESS

8.1 AODA 10th Anniversary Champion Award

Moved by: Debbie Despres

Seconded by: Walter Humenik

Be it resolved that:

TSAAC recommends that Kaireen MacKinnon be nominated for the AODA 10th Anniversary Champion Award. This award recognizes outstanding individuals who demonstrate leadership, passion and commitment in the promotion of awareness of accessibility and inclusiveness in their community.

CARRIED

8.2 Festival Francofun – Thursday April 30, 2015 – Riverside Place – Booth Space

Moved by: Bob Hobbs

Seconded by: Walter Humeniuk

Be it resolved that:

TSAAC recommends that the City and TSAAC partner on a free booth at the Festival Francofun 55+ Activity Day on Thursday April 30, 2015 to promote the following:

- ✓ TSAAC
- ✓ Temiskaming Transit – Accessible Transit features, schedules, tickets
- ✓ New City initiatives regarding Accessibility including:
 - Building Permit Policy for Ramps and Lifts,
 - Zoning By-law amendments for ramps and lifts,
 - Reduced Building Permit fees for accessible upgrades for homes,
 - Waste/Recycling program exceptions for persons living with disabilities,
 - Housing for Small Families, Seniors and Persons Living with Disabilities Project
 - Proposed Relocation of Accessible Parking Spaces
- ✓ CMHC fact sheets – making your home more accessible

And further that the Booth be staffed by TSAAC members and City staff.

CARRIED

8.3 Site Plan for BNS Corner Gas – Dymond Industrial Park Propane Facility – Jennifer Pye, Planner

Moved by: George Depencier

Seconded by: Carman Kidd

Be it resolved that:

TSAAC commends BNS Corner Gas for considering accessibility in the construction of their propane facility and including accessible design features in their site plan.

CARRIED

8.4 Accessible Site Plan Guidelines – Jennifer Pye, Planner

Moved by: Walter Humeniuk

Seconded by: Nicki Galley

Whereas TSAAC has reviewed the Accessibility Checklist for Site Plan Control which has been developed to provide contractors and developers with a list of items that are required to be included on Site Plan Control Drawings;

Be it resolved that:

TSAAC recommends that Council adopt the Accessibility Checklist for Site Plan Control and direct staff to include the Accessibility Checklist in the Site Plan Control Application Package with the noted corrections.

CARRIED

8.5 Review City's Accessibility Plan

Moved by: Mike McArthur

Seconded by: Carman Kidd

Whereas Section 8.2 of the TSAAC Terms of Reference requires that at the first meeting of each year, TSAAC shall commence the generation of an annual plan of activities including a review of the City's Accessibility Plan;

Be it resolved that:

TSAAC directs staff to distribute the Annual Plan of Activities and the City's Accessibility Plan to members for their review prior to the next meeting and to add this as an agenda item for the next meeting.

CARRIED

8.6 Partnership – Northern College – Challenge station

Moved by: Debbie Despres

Seconded by: Bob Hobbs

Be it resolved that:

Be it resolved that TSAAC recommends that the City and TSAAC partner on a challenge station at the Northern College Awareness Day to be held on March 25, 2015 to educate people regarding some of the challenges faced by persons living with disabilities.

CARRIED

9. SCHEDULING OF MEETINGS – Third Wednesday of each month

Moved by: Walter Humeniuk

Seconded by: George Depencier

Be it resolved that:

- The next regular TSAAC meeting is to be held on March 18, 2015 at 10:30 a.m. at the Timiskaming Health Unit.

CARRIED

10. ITEMS FOR FUTURE MEETINGS

- Accessibility Plan
- Election of Chair and Vice Chair

11. ADJOURNMENT

Moved by: Josette Cote

Be it resolved that:

TSAAC adjourns at 11:50 A.M.

CARRIED

1.0 CALL TO ORDER

The meeting was called to order at 2:38 pm

2.0 ROLL CALL

| | |
|-----------------|--|
| PRESENT: | Councillor Mike McArthur, City of Temiskaming Shores; Councillor Danny Whalen, City of Temiskaming Shores; Mayor Tina Sartoretto, Town of Cobalt; Councillor Rochelle Schwartz, Town of Cobalt; Christopher Oslund, City Manager, Gary Wadge, Public Works Clerk; Mitch Lafreniere, Manager of Physical Assets; Kelly Conlin; Executive Assistant; |
| REGRETS: | Candice Bedard, CAO, Town of Cobalt |
| OTHERS PRESENT: | |

3.0 REVIEW OF REVISIONS OR DELETIONS TO AGENDA

- o Nomination of Committee Chair: 2014-2018 Elected Chair: Mayor Tina Sartoretto

4.0 APPROVAL OF AGENDA

Recommendation No. 2015-01

Moved by: **Councillor Mike McArthur**

Be it recommended that:

1. The Transit Committee agenda for the January 27, 2015 meeting be approved as amended.

CARRIED

5.0 DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

- None

6.0 REVIEW AND ADOPTION OF PREVIOUS MINUTES

Recommendation No. 2015-02

Moved by: **Mayor Tina Sartoretto**

Be it recommended that:

2. The Transit Committee minutes of the November 19, 2014 meeting be adopted as printed.

CARRIED

7.0 DELEGATIONS / PUBLIC PRESENTATIONS

- None

8.0 COMMUNICATIONS

Discussion: The committee reviewed the items that were received for information purposes. When discussing item 8.1 the committee requested the following recommendation be presented to the drivers of Stock Transportation

Recommendation No. 2015-03

Moved by: Councillor Mike McArthur

Seconded by: Councillor Rochelle Schwartz

Be it recommended that:

The Transit Committee reiterates the importance of transit drivers announcing each stop on the public transit route as per the agreement between the Temiskaming Transit Committee and Stock Transportation, as well as, per the regulations of the AODA (“Accessibility for Ontarians Disability Act”)

CARRIED

9.0 UNFINISHED BUSINESS

9.1 Metrolinx Update/Status

Discussion: (a)

Gary Wadge reviewed the results from the City of Brampton Request for Proposal for transit buses. The lowest bid was \$470,409/bus. Brampton is still reviewing the bids at this time. Chris Oslund reviewed the reserve fund amount as of December 31, 2014, which could permit the spending on one new transit bus later in 2015. The committee supported the inclusion of the purchase of one new transit bus and requested that the purchase be included in the 2015 budget.

Recommendation No. 2015-04

Moved by: Councillor Danny Whalen

Seconded by: Councillor Mike McArthur

The Temiskaming Transit committee hereby requests the inclusion of the purchase of one (1) new transit bus into the 2015 Capital Budget.

CARRIED

Discussion: (b)

Gary Wadge presented the terms of reference for an agreement with Metrolinx for the consultation on the requirement of a CAD-AVL – Automated Announcement System for the transit buses. The terms of reference require a signature of an authorized officer in order to proceed. By signing the Terms of Reference, the City is agreeing to participate in a consultation process at a cost of \$5,000 to determine and recommend what automated system should be put in place for our transit. The \$5,000 is non-refundable.

Recommendation No. 2015-05

Moved by: Councillor Mike McArthur

Seconded by: Councillor Rochelle Schwartz

The Temiskaming Transit Committee hereby authorizes Christopher Oslund to sign the Terms of Reference for a consultant to determine and further recommend a system for use in our transit buses. The cost of \$5,000 will be paid with gas tax funds.

CARRIED

9.2 Overland Follow-up

Discussion:

Mitch Lafreniere is in regular contact with Overland regarding the transit buses. Overland has acknowledged the issues that the transit buses are experiencing, however, are working with various manufacturers to resolve the issues. Mitch will keep the committee updated on the issues.

10.0 NEW BUSINESS

10.1 Passenger Counts – 2014

Discussion:

The total passenger count for 2014 was 130,657, which exceeded the committee expectations.

10.2 November/December Financials 2014, Dedicated Gas Tax Reserve, and 2015 Transit Budget

Discussion:

Chris Oslund reviewed the financials for the end of 2014, as well as, presented the 2015 budget. Chris also reviewed where increases would be occurring and suggested some cost saving measures that could be considered. Chris also made the committee aware of an increase for the Town of Cobalt's portion, which has not been increased since 2012.

Recommendation No. 2015-06

Moved by: Councillor Mike McArthur

Seconded by: Councillor Rochelle Schwartz

The Temiskaming Transit committee recommends the elimination of the membership to the Ontario Public Transit Association for 2015.

CARRIED

Recommendation No. 2015-07

Moved by: Councillor Danny Whalen

Seconded by: Councillor Rochelle Schwartz

The Temiskaming Transit Committee hereby accepts the Transit budget for 2015 as presented.

CARRIED

10.3 Funding Opportunity – Improving Community Transportation

Discussion

Chris Oslund clarified the intention of the funding that has been made available through the Improving Community Transportation fund. The committee felt that although the initiative is worthwhile, there is hesitation, given that the funds will be used to hire a consultant and market other transportation services that are available. At this time, the City is unaware if the application has been successful.

10.4 Transit Stops – Reviews/Concerns

Discussion:

Armstrong Street (Bottom of Wabi Bridge): Mitch Lafreniere will investigate further into a possible new location for this stop as the drivers are not permitted to stop on a bridge.

Muzzles for Pets: Mitch will be investigating further into the difference of the muzzles and which ones should be permitted on the bus.

11 CLOSED SESSION

- None

12 SCHEDULE OF MEETINGS

- The next meeting for the Transit Committee is scheduled for 2:30 PM on February 24, 2015 in the Haileybury Boardroom, City Hall

13 ADJOURNMENT

Recommendation 2015-08

Moved by: **Councillor Mike McArthur**

Be it recommended that:

1. The Transit Committee meeting be adjourned 4:15 p.m.

CARRIED

Committee Chair

Recorder



District of Timiskaming Social Services Administration Board
Conseil d'administration des services sociaux du district de Timiskaming

Minutes of the Regular Meeting of the Board

held on Wednesday, January 21, 2015 at the
NEOFACS Boardroom, 40 Third Street, Englehart

PRESENT: Jim Whipple – Chair; Doug Jelly – Vice-Chair; Fred Deacon; Patricia Hewitt; Karen Gerrard; Clermont Lapointe; Norm Mino; Todd Morgan; Tina Sartoretto
Don Studholme, CAO.

STAFF: Kelly Black - Social Housing Manager; Emile Bouley – Social Housing Maintenance Supervisor; Dani Grenier-Ducharme - Children's Services Manager; Janice Loranger - Director of Finance; Mark Stewart – Director of Client Services; Mike Trodd – EMS Chief

MEDIA: Darlene Wroe, Temiskaming Speaker

CALL TO ORDER: The Regular Meeting of the Board was called to order at 5:35 p.m.

1.0 DISCLOSURE OF PECUNIARY INTEREST

None.

2.0 PETITIONS AND DELEGATIONS

None.

3.0 ADDITIONS TO AGENDA / ACCEPTANCE OF AGENDA

Resolution # 2015-06 MOVED by F. Deacon and SECONDED by D. Jelly:

THAT the agenda of the January 21, 2015 regular meeting of the Board be accepted as presented.

CARRIED

4.0 ADOPTION OF PREVIOUS MINUTES

Resolution # 2015-07 MOVED by C. Lapointe and SECONDED by N. Mino:

THAT the minutes of the January 14, 2015 regular meeting of the Board be approved as presented.

CARRIED

5.0 BUSINESS ARISING FROM PREVIOUS MINUTES

None to report.

6.0 OTHER BUSINESS

6.1 2015 Proposed Budget for the Emergency Medical Services

Mike Trodd, EMS Chief, introduced his program to the Board and presented with Janice Loranger, Director of Finance, the 2015 proposed budget for the Emergency Medical Services.

6.2 2015 Proposed Budget for the Ontario Works Program

Mark Stewart, Director of Client Services, introduced his program to the Board and presented the 2015 proposed budget for the Ontario Works Program.

Karen Gerrard left the meeting at 7:00 p.m. to attend her Council meeting.

6.3 2015 Proposed Budget for the Social Housing Program

Kelly Black, Social Housing Manager, introduced her program to the Board and presented the 2015 proposed budget for the Social Housing Program. Emile Bouley, Social Housing Maintenance Supervisor, provided information regarding project plans that are scheduled in 2015 throughout the Social Housing rental buildings.

6.4 2015 Proposed Budget for Children's Services

Dani Grenier-Ducharme, Children's Services Manager, introduced the programs within the Children's Services and presented the 2015 proposed budget.

6.5 Social Housing Winter Sidewalk Clearance

Don Studholme, CAO, presented this item to the Board for information and for discussion.

Tenants making their own snow pathways are health and safety concerns that may cause falls and injuries. Therefore, to eliminate these potential hazards that could also turn into possible liability issues, snow pathways are now removed from the premises to only allow public access maintained by the Social Housing Building Custodians.

6.6 2014 Q4 CAO Operational Overview Board Report

Don Studholme, CAO, presented this item to the Board for information and for discussion.

6.7 CAO Report

Don Studholme, CAO, presented this item to the Board for information and for discussion.

7.0 IN CAMERA SESSION

Resolution # 2015-08 MOVED by T. Morgan and SECONDED by P. Hewitt:

THAT the Board resolves to move into closed session to discuss two HR matters.

CARRIED

8.0 RETURN TO REGULAR MEETING

Resolution # 2015-11 MOVED by F. Deacon and SECONDED by C. Lapointe:

THAT the Board resolves to rise from the in-camera session and reconvene with the

regular Board meeting at 9:10 p.m., without report.

CARRIED

9.0 ADJOURNMENT / NEXT MEETING

Resolution # 2015-12 MOVED by T. Morgan and SECONDED by N. Mino:

RESOLVED THAT the Board meeting be hereby adjourned at 9:12 p.m.

AND that the next meeting be held on February 18, 2015, in Englehart, or at the call of the Chair.

CARRIED

Minutes signed as approved by the Board:



Board Chair

Feb 18, 2015
Date

Recorder: Lise Gauvreau, Executive Assistant - DTSSAB



**THE CORPORATION OF THE CITY OF TEMISKAMING SHORES
SOUTH TEMISKAMING CULTURAL SUSTAINABILITY PROJECT COMMITTEE MEETING**

Tuesday, March 10th, 2015 – 09:00 A.M.

New Liskeard Boardroom – City Hall

MINUTES (Draft)

1. CALL TO ORDER

- Meeting called to order at 09:27 A.M.

2. ROLL CALL

MEMBERS:

- Réjeanne Massie - Chairperson Anne-Denise Mejaki – Vice-Chairperson
 Mike McArthur (Councillor) Rebecca Desmarais
 Stephanie King-McLaren

SUPPORT STAFF:

- Alexandra Jackson, Cultural Coordinator
 James Franks, Economic Development Officer
- Guests: Kim Benguenna – Immigration strategy placement student

3. REVIEW OF REVISIONS OR DELETIONS TO AGENDA

- Not applicable

4. APPROVAL OF AGENDA

Moved by: Rebecca Desmarais

Seconded by: Kim Benguenna

Be it resolved that:

- The agenda for the March 10th, 2015 South Temiskaming Cultural Sustainability Project Committee (STCSP) meeting be approved as printed.

CARRIED

5. DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

- Rebecca Desmarais will not vote on the Classic Theatre Cobalt Social Media Hardware application since she is the general manager.

6. REVIEW AND ADOPTION OF PREVIOUS MINUTES

Moved by: Rebecca Desmarais

Seconded by: Kim Benguenna

Be it resolved that:

- The Minutes for the February 19th, 2015 South Temiskaming Cultural Sustainability Project Committee meeting be approved as printed.

CARRIED

7. Follow-up business

7.1 Group of Seven product

Recommendation No. 2015-CC-012

Moved by: Rebecca Desmarais

Seconded by: Kim Benguenna

Whereas the Municipal Cultural Plan recommends identifying new cultural products or programs with the help of other art and cultural organizations, and

Whereas the South Temiskaming Cultural Sustainability Project has funding for training from industry experts, and

Whereas The Spring Pulse Poetry Festival, the President Suites and the Temiskaming Art Gallery are requesting financial support to bring an expert speaker to South Temiskaming regarding the Group of Seven, and

Whereas the expert speaker, Jim and Sue Waddington, will be spending at least four days in the area to speak on the subject of the Group of Seven during the Spring Pulse Poetry Festival event in September and the President Suites/Temiskaming Art Gallery Guest Speaker Series and to investigate the Artistic Heritage of the Cobalt/ Temiskaming Shores Region.

Now therefore be it resolved that the STCSP committee agrees on presenting speakers Jim & Sue Waddington with an honorarium of \$2000.00 to train local groups on the Group of Seven through their presentations.

CARRIED

8. New business

8.1 Social Media Software

Recommendation No. 2015-CC-013

Moved by: Rebecca Desmarais

Seconded by: Kim Benguenna

Whereas the Municipal Cultural Plan recommends making strategic use of new media and social media and train groups to use social media, and

Whereas the South Temiskaming Cultural Sustainability Project has funding for social media hardware, such as iPads and/or laptops, for the development of social media platforms, and

Whereas the committee accepted Staples Request for Proposal at a price of \$499.90 per unit for an HP 15-g040ca Notebook and \$539.02 per unit for an Apple iPad Air MD789CL/B, and

Now therefore be it resolved that the STCSP committee recommends purchasing Office 365 for Business Premium at a price of \$154.30 each for the laptops and iPads which includes a one year license.

DEFEATED

8.2 Social Media Hardware Requests

Recommendation No. 2015-CC-014

Moved by: Rebecca Desmarais

Seconded by: Kim Benguenna

Whereas the Municipal Cultural Plan recommends making strategic use of new media and social media and train groups to use social media, and

Whereas the South Temiskaming Cultural Sustainability Project has funding for social media hardware, such as iPads and/or laptops, for the development of social media platforms, and

Whereas the committee accepted Staples Request for Proposal at a price of \$499.90 per unit for an HP 15-g040ca Notebook and \$539.02 per unit for an Apple iPad Air MD789CL/B, and

Whereas the Cultural Coordinator released a request form for those who were interested in applying to receive Social Media Hardware and has received applications.

Now therefore be it resolved that the STCSP committee accepts to purchase iPads/laptops for the following groups:

- Spring Pulse Poetry Festival (laptop)
- The Temiskaming Screening Room (laptop)
- Spirit of the Arts Gallery (laptop)
- The Bunker Military Museum (laptop)
- Temiskaming Art Gallery (laptop)
- New Liskeard Agricultural Society (laptop)
- Festival des Folies Franco-Fun (laptop)
- ACFO-Témiskaming (laptop)
- Haileybury Heritage Museum (iPad)
- Village Noel Temiskaming (iPad)
- Classic Theatre Cobalt (iPad)
- Chat Noir Books (iPad)
- Temagami Artistic Collective (iPad)
- Pied Piper Kidshows (iPad)
- Temiskaming Palette & Brush Club (iPad)

CARRIED

9. Reports by committee members

- Not applicable

10. SCHEDULING OF MEETINGS

- The STCSP committee will wait until chair and vice-chair of the committee are back in the country before scheduling the next meeting.

11. ITEMS FOR FUTURE MEETINGS

- Stephanie King-McLaren will make a presentation to the STCSP committee on the "Francophone and Indigenous Cultural-Linguistic Frameworks", once ready.

12. OUTSTANDING ITEMS

- Not applicable.

13. ADJOURNMENT

Moved by: Rebecca Desmarais

Seconded by: Kim Benguenna

Be it resolved that:

- STCSP adjourns at 11:06 A.M.

CARRIED

1. Call to Order

The meeting was called to order at 9:01 AM

2. Roll Call

| | |
|-----------------|---|
| PRESENT: | Carman Kidd, Mayor; Doug Jelly, Councillor; Steve Burnett – Technical and Environmental Compliance Coordinator; Mike Del Monte, Cluster Manager – OCWA; Doug Walsh, Director of Public Works; Eddie Hillman, OCWA; Robert (Bob) Beaudoin - Environmental Superintendent and Kelly Conlin, Executive Assistant |
| REGRETS: | N/A |
| OTHERS PRESENT: | N/A |

3. Review of Previous Minutes

The minutes of the January 14, 2015, Contract Consultation Meeting with Operating Authority were reviewed and accepted by meeting participants.

4. Unfinished Business

FACILITIES

4.1 North Cobalt Wastewater Lagoon – 543083 Proctors Road

Vegetation Issues

Previous Discussion:

Steve Burnett, Technical and Environmental Compliance Coordinator indicated that the cost of spraying by a licenced contractor will be included on an ongoing basis in the operating budget for water/wastewater facilities.

Current Discussion:

Steve Burnett reported that the MOE has concerns regarding the spraying of vegetation. Steve will be investigating this further with the contractor to determine if there are any restrictions that would apply.

4.2 Station St. Sanitary Lift Station

No update

4.3 Haileybury Mechanical Wastewater Plant – 275 View St

Grinder

Previous Discussion:

The investigation is on-going with H2Flow.

Current Discussion:

Ongoing with H2Flow, Mike Del Monte, OCWA, will also getting clarification from the suppliers

Sludge

Previous Discussion:

Mike Del Monte, OCWA is meeting with another company that has experience in the handling of sludge. Cost estimates will be provided to Steve Burnett.

Current Discussion

Mike Del Monte is attempting to coordinate a site visit to a facility in April.

Fencing

Previous Discussion:

Work on the fence will occur in the Spring of 2015.

Current Discussion

No update

4.4 Haileybury Water Treatment Plant – 322 Browning St

Check Valves

Previous Discussion:

The committee discussed that the installation of VFD's on the pump will resolve the issue.

Current Discussion:

The request has been made for the installation and cost for a 3rd pump. Pending budget approval.

Low Lift Pump

Previous Discussion:

The pump was replaced with a vertical turbine versus a submersible pump. With the replacement, the Ministry of Environment may require a Form 3.

Current Discussion

Complete. OCWA staff is preparing the notifications for the Ministry.

Roof

Previous Discussion:

The replacement of the roof has been included in building maintenance 2015 capital project budget. Building Maintenance staff has completed some patch work in the meantime.

Current Discussion

Request has been made. Pending budget approval.

4.5 New Liskeard/Dymond Waste Water Lagoon – 177304 Bedard Rd.

MOE Inspection Notes

Previous Discussion

OCWA has yet to receive the final report from the MOE

Current Discussion:

The draft MOE report has been received and contains 9 actions items. City staff, along with consultants from EXP Services will be working together to develop an action plan with timelines to address the outstanding items.

4.6 Montgomery Sanitary Lift Station

Previous Discussion:

OCWA reported that they are waiting on an integrator and LISAND. This project will be included as a carryover project from 2014 to 2015.

Current Discussion:

Complete

4.7 Cedar St. Sanitary Lift Station

Control Panel Replacement

Previous Discussion:

OCWA reported that they are waiting on an integrator and LISAND. This project will be included as a carryover project from 2014 to 2015.

Current Discussion:

The integrator is scheduled for installation next Tuesday.

Grease

Previous Discussion:

The grease concern is ongoing. Steve will be speaking with the new owners of a business in the area where a majority of the grease is coming from.

Current Discussion:

Bob Beaudoin and Steve Burnett had a site visit and meeting with the restaurant owner regarding the grease that is being dispelled from their site. The owner was appreciative of the suggestions made and now has a thorough maintenance plan in place.

4.8 Goodman Sanitary Lift Station – 132 Jaffray St.

Wet Well Chamber/Cross over Valve

Previous Discussion:

The crossover valves have been delivered. Pedersen Construction will be doing grating work in conjunction with the installation of the valves.

Current Discussion:

OCWA has completed their portion of the work and Pedersen Construction should be completed their portion this week.

4.9 New Liskeard Water Treatment Plant – 305 McCamus Ave.

Singer Valves

Previous Discussion:

On going

Current Discussion:

No update

Inspection

Previous Discussion:

The amendments for the connection will be addressed in conjunction with the licencing requirements for the looping project.

Current Discussion:

The committee discussed various options to address the concerns with the chlorine room.

4.10 New Liskeard Water Reservoir-177102 Shepherdson Rd.

Surge Protection – Hits

Previous Discussion:

Steve Burnett contacted Hydro and was informed there are no issues with the power. The hits are a result of pump starts and stops. VFD's will resolve the issue.

Discussion:

Hydro One has installed and since removed monitoring equipment. Steve will follow up.

AECOM

Previous Discussion:

Final design and reports have not yet been submitted to the City. Staff will be investigating on how to proceed once they have been received. AECOM is significantly behind on their original submissions date.

Current Discussion:

Steve Burnett suggested we allow AECOM to continue as there is a minimal amount of money remaining within AECOM's agreement.

4.11 Dymond Water Treatment Plant – 286 Raymond St

Raw Water Quality

Previous Discussion:

Story Environmental Inc. completed work on the raw water analysis and produced a report on the results and recommended action items regarding the rehabilitation of both wells. As of this meeting, infiltration is coming in under the packers. Story Environmental presented the report findings in a meeting with the City, Lotowater and the Ministry of the Environment (MOE). The recommendation was to install packers and monitor the system for one year; if the packers correct the problem, a liner would be installed. Another set of sampling has been completed by Story Environmental. Sampling was also taken for water hardness. Mike Del Monte will send last results.

Doug Walsh read a letter received from OCWA regarding the concerns with establishing a multi-barrier approach by installing a ultra-violet system. Discussion was had in connecting the New Liskeard system with Dymond and eliminating the Dymond wells. Linking the systems would eliminate bacterial contamination of the raw water in Dymond, would increase capacity for development, and would increase fire protection as recommended by the FUS report. The contract for the linking of the two water systems was awarded to EXP and it includes the replacements. The study will be completed by December 2014. OCWA circulated results from the latest testing for information purposes.

Current Discussion:

Doug Walsh, Director of Public Works has submitted an Expression of Interest for funding for this project.

Surge Protection Device – Burnt Light

Previous Discussion:

No update

Current Discussion:

On-going

4.12 Gray Road Sanitary Lift Station – 783495 Gray Rd

Lift Station Design – Exp.

Previous Discussion:

The University of Guelph has offered 100' of their field from Armstrong to the lift. The finalized design has been received, and the Environmental Compliance Approval (ECA) through the Ministry of the Environment (MOE) was submitted. The University of Guelph is currently getting an evaluation of the property. The design work is complete. Application for approval will be ready for September 12, 2014. Doug Walsh, Director of Public Works has submitted an Expression of Interest for funding for this project.

Current Discussion:

Doug Wash, Director of Public Works, has indicated that the design work is now complete, and the lawyers for the University of Guelph are looking into establishing an easement agreement.

4.13 Niven St Pumping Station

Communication and Pump Control

Previous Discussion:

OCWA reported that the PLC work is moving forward.

Current Discussion:

No update

5. MOE Compliance Issues

This section reviews a number of issues based on the binder compiled and kept at the Public Works Office (Engineering). The numbers are based on the system established within the binder.

TS-012/TS-027/TS-134/TS-146: Inspection and cleaning of reservoirs

Mike Del Monte forwarded information from an inspection company to Dave Treen and they are interested in providing a presentation on their products to various municipalities in the area. Perhaps a demonstration could be provided at the Haileybury reservoir and Steve Burnett will follow-up with Dave Treen as to when the presentation could be held.

Dave Treen created and will implement an operating procedure regarding the inspection and cleaning of reservoirs. The Committee discussed incorporating the procedure into the Drinking Water Quality Management System (DWQMS), and Mike Del Monte recommended referencing the procedure on an “as needed” basis. It is anticipated that the reservoirs will be cleaned this year. **On-going**

Water Works By-Law

Previous Discussion:

Many unresolved MOE Compliance issues are related to administrative features associated with the various water distribution systems which will be alleviated upon adoption of a water works by-law. A water leakage program was discussed and the use of a leak detection device. It was noted that work on this by-law is in draft form, and is on-going and will likely move forward after the asset management plan is completed. **On-going**

6. Schedule of Meetings

The next scheduled contract meeting with OCWA is will be on Wednesday, March 25 @ 9:00 AM

7. Adjournment

The Contract Consultation Meeting with Operating Authority – OCWA meeting is adjourned at 10:00 AM

1. Call to Order

The meeting was called to order at 2:25 PM

2. Roll Call

| | |
|-----------------|---|
| PRESENT: | Mayor Carman Kidd; Councillor Doug Jelly; Councillor Danny Whalen; Christopher Oslund, City Manager; Doug Walsh, Director of Public Works; Mitch Lafreniere, Manager of Physical Assets; Steve Burnett, Technical and Environmental Compliance Coordinator; Kelly Conlin, Executive Assistant |
| REGRETS: | |
| OTHERS PRESENT: | N/A |

3. Review of Revisions or Deletions to Agenda

Addition under New Business: 9.1 – Haileybury Arena Stairs

4. Approval of Agenda

Recommendation PW-BL-2015-07

Moved by: **Mayor Carman Kidd**

Be it recommended that:

1. The Building Maintenance Committee agenda for the February 12, 2015 meeting be approved as amended

CARRIED

5. Review and Adoption of Previous Minutes

Recommendation PW-BL-2015-08

Moved by: **Councillor Doug Jelly**

Be it recommended that:

2. The Building Maintenance Committee minutes of the January 15, 2015, meeting be adopted as printed.

CARRIED

6. Disclosure of pecuniary Interest and general nature

- None

7. Delegations / Public Presentations

- None

8. Unfinished Business

8.1 PFC Dehumidification

Previous Discussion:

The Dehumidification system at the PFC has been installed and as working properly. Staff will require some training in near future in regards to operating the unit. At this time, the unit is being operated remotely by the manufacturer. All the finishing work around the unit will be completed in the Spring.

Discussion:

Mitch Lafreniere reported that the unit is working well. Staff is still working on familiarizing themselves with the humidity levels.

8.2 Marmak

Previous Discussion:

Mitch Lafreniere has met with staff of the Community Growth and Planning department to determine whether there is sufficient interest in having their department switch to Marmak as well instead of their current program. Mitch is working on a cost comparison of the two programs to determine which one will be better suited for all staff.

Discussion:

Mitch has included the request for purchase as part of the 2015 Capital budget for public works.

8.3 Vault Shelving

Previous Discussion:

Cabinetry for this project has been ordered.

Discussion:

Cabinetry has started to arrive and is being installed.

8.4 PFC

Previous Discussion:

Mitch Lafreniere reported that staff is now experiencing problems with Pump #7, which is the main pump/motor at the PFC. Mitch has ordered back up parts in the event of a pump failure as there is a 6 week delivery time for the parts.

Discussion:

Mitch Lafreniere made the committee aware of several issues that are occurring with the boiler system. Mitch has ordered parts to maintain the boilers for a limited period of time, however, will be investigating options on moving forward with a permanent solution. The complete replacement of the system will likely be part of the 2016 budget requests.

Mitch also made the committee aware of problems with the heat exchanger unit that has caused flooding to occur in the main lobby as well as the aquatic staff office. Building Maintenance staff will be on site making the necessary repairs to the unit.

8.5 Building Division Staff Update

Previous Discussion:

No update

Discussion:

No update

8.6 Lighting upgrades at Riverside Park

Previous Discussion:

The City's contract electrician has installed 2 LED lights. Visually the lights are much brighter. The 2015 budget has incorporated the replacement of more lights. Amount to be determined dependant on cost.

Discussion:

Spring 2015

8.7 Engineering survey – shoring of waterfronts (NL&HLBY)

Previous Discussion:

Mitch Lafreniere reviewed the options that were presented by EXP in regards to the shorelines in both Haileybury and New Liskeard. The work permits from the Ministry are already in place and work will commence in the Spring.

Discussion:

The project has experienced some delays. The tender for completing the work will be opened tomorrow. The MNR permits are in place, therefore, work can commence once the weather permits.

8.8 Replacement of main dock at New Liskeard Marina

Previous Discussion:

The contractor has started the construction of the docks this week. Once constructed, the docks will be placed on the New Liskeard fair grounds until they are ready to be put in the water.

Discussion:

Construction of the docks is on going; once the ice has melted, Mitch is preparing for a 30-day installation. NL Boaters will be asked to dock in Haileybury until the project is complete.

8.9 Implementation of fleet maintenance management software

Previous Discussion:

No update

Discussion:

No update

8.10 305 Farr Drive, Haileybury South Marina

Previous Discussion:

No update

Discussion:

No update

8.11 Library Services Review

Previous Discussion:

On-going

Discussion:

On-going

Action Item: The Building Maintenance Committee hereby requests that staff undertake a Building Review including all municipally owned buildings with the exception of Water/Sewer facilities. Criteria: age/usage/physical structure/rentals and public usage.

8.12 DFO/City Property off Main St.

Previous Discussion:

No update

Discussion:

No update

8.13 Murray Daniels Park

Previous Discussion:

No update

Discussion:

No update

8.15 285 Whitewood Ave. (NL Medical Centre)

Previous Discussion:

The purchase has been put on hold for 6 months.

Discussion:

No update

8.16 Green Energy Plan

Previous Discussion:

The Green Energy Plan is well underway with a second stakeholders meeting scheduled for January 21st, 2015.

Discussion:

The consultants hired to complete the plan are currently working on Phase II.

9. New Business

9.1 Haileybury Arena Stairs

Discussion:

Mitch made the committee aware of a concern with a concrete block wall at the Haileybury Arena that is separating away from the arena structure. Mitch will be meeting EXP services today at the arena to determine the best solution to address the concern.

10. Closed Session

- None

11. Adjournment

Recommendation PW-BL-2015-09

Moved by: **Mayor Carman Kidd**

Be it recommended that:

1. The Building Maintenance Committee meeting of February 12, 2015 is adjourned at 3:30 PM

CARRIED

Committee Chair

Recorder

1.0 CALL TO ORDER

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

2.0 ROLL CALL

| | |
|----------|---|
| PRESENT: | Mayor Carman Kidd; Councillor Mike McArthur; Councillor Jesse Foley; Tammie Caldwell, Director of Recreation; Jeff Thompson, Superintendent of Community Programs; Paul Allair, Superintendent of Parks and Facilities; Tammy Borgen-Flood Administrative Assistant; Danny Lavigne; Mike Del Monte; Chuck Durrant; Alex Regele; Richard Beauchamp; Amber Sayer; Simone Holzamer |
| REGRETS: | City Manager, Chris Oslund |

3.0 REVIEW OF REVISIONS OR DELETIONS TO AGENDA

Tammie Caldwell requested to add the following to the agenda;

- Partnership with Ski Village
- Age Friendly Community Funding/Community Transportation Pilot Grant Program

Mike Delmonte requested to add the following to the agenda;

- Skating Oval at the Waterfront
- Water Bottle Refill Stations

4.0 APPROVAL OF AGENDA

Recommendation LS-2014-22
 Moved by: **Mike Del Monte**
 Seconded by: **Chuck Durrant**

Be it recommended that:

1. The Recreation Services Committee agenda for the February 2nd, 2015 meeting be approved as amended.

CARRIED

5.0 DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

- None

6.0 REVIEW AND ADOPTION OF PREVIOUS MINUTES

Recommendation LS-2014-23

Moved by: **Danny Lavigne**

Seconded by: **Carman Kidd**

Be it recommended that:

2. The Recreation Services Committee minutes of the October 6th, 2014 meeting be approved as printed.

CARRIED

7.0 DELEGATIONS / PUBLIC PRESENTATIONS

- None

8.0 UNFINISHED BUSINESS

- None

9.0 NEW BUSINESS

I. Recreation Committee Terms of Reference

Discussion

Tammie Caldwell reviewed the Recreation Committee Terms of Reference that describe the purpose and the structure of the Committee. Councillor McArthur also explained the process of how the Committee will make recommendations to Council, make decisions as a group and how to relay input from the community.

II. Request to waive Riverside Place Rental Fee-Sarah Marsden

Discussion

The Committee reviewed a request from Sarah Marsden, founder of Speak Up Now, to waive the rental fee of Riverside Place for a fundraiser. Funds raised would be donated to the Kids Help Phone.

Recommendation LS-2014-24

Moved by: **Danny Lavigne**

Seconded by: **Carman Kidd**

Be it recommended that:

1. The Recreation Services Committee reviewed the request from Sarah Marsden to have the rental fee waived at Riverside Place; and
2. The Recreation Services Committee approves the request to have the fee waived for Riverside Place.

CARRIED

III. Thank-you letter Kyle Paige

Discussion

Tammie Caldwell advised that during the recess of the Committee a student named Kyle Paige from New Liskeard Public School requested to have the ice rental fee waived at the Don Shepherdson Memorial Arena to hold a charity hockey game for KidSport. The Teachers vs. Student game was held on December 16th, 2014. Kyle's goal was to raise \$800.00 for Kidsport. He surpassed his goal and raised \$4,859.15. His letter was thanking the City for donation of the ice time.

IV. Update Pete's Dam Bridge

Discussion

After receiving an estimate of \$125,000 from an engineering firm to replace the bridge at Pete's Dam, Tammie Caldwell advised that an unused pedestrian crossing has been located that may serve as an alternative for the cost of \$110,000. The City is investigating if this is a viable alternative. An application has also been submitted for funding of \$75,000 to assist with the cost. Tammie will report back to the Committee as information comes available.

V. 2015 Budget- User Fees

Discussion

Tammie Caldwell presented her recommendations to the Committee for 2015 rental fees.

Ice rental fees have increased over the past four years and the feedback from users was that participation from all age groups has decreased due to the cost of programs. Tammie's recommendation is to have no changes to current ice rental or hall fees.

Tammie will be proposing increases to the following:

- Approximately 3% on Boat Slip fees at the Haileybury and New Liskeard Marinas; 7% on Hydro/AC
- Approximately 3% on Bucke Park Site Fees except Daily Rates; 7% on Air Conditioning; \$25.00 increase in trailer storage; introduction of boat launch fees

Chuck Durrant commented that City campground and marina fees were reasonable when compared to others in the area.

Carman Kidd asked for input from members in regard to the kitchen facilities at the arena halls. Due to the decrease in their usage, Council is considering focusing resources on other municipal halls.

Chuck Durrant commented that it would be beneficial to have a central facility where resources are dedicated to ensure it has the appropriate equipment to host larger events, rather than spreading resources out to many different halls.

Simone Holzamer requested to view rental numbers from municipal halls to determine which facilities had the most usage. Tammy Flood will gather the information and distribute to the Committee. This item will be included in unfinished business for the next meeting.

VI. Partnership with the Ski Village

The Tri-Town Ski and Snowboard Village submitted a letter to Council requesting the City to partner in an application to the Ontario Sport and Recreation Communities Fund. City's responsibilities include:

- advertisement of the Junior Program under the Recreation umbrella of the municipal website;
- promotion of specific events under the Junior Program as part of the weekly recreation report on CJTT 104.5 FM when practical;
- promotion of specific events under the Junior Program as part of the Community Bulletin when space permits;
- provide and accept Junior lesson registrations at the Pool/Fitness Centre during normal operating hours

The letter will be brought forth at the February 3rd, 2015 Regular Council Meeting. Tammie Caldwell will advise if Council directs staff to prepare a Memorandum of Understanding to enter into a partnership to promote the Junior Program through these initiatives.

VII. Age Friendly Community Funding/Community Transportation Pilot Grant Program

At the regular Council Meeting on January 20th, 2015, Council directed staff to submit a funding application to the The Age-Friendly Community Planning Grant, in the amount of \$25,000 and to the Community Transportation Pilot Grant Program in the amount of \$40,000.

The Age Friendly Community Planning Grant is a provincial program that provides funding to communities that result in planning, implementation and evaluation of activities that contribute to the creation and ongoing development of age-friendly communities. In an age-friendly community, policies, programs, services and environments support and enable people to age actively.

The Ministry of Transportation has established the Community Transportation Pilot Grant Program, a \$1 million, 2-year pilot grant program, to provide financial assistance to Ontario municipalities for the development and implementation of community transportation initiatives.

The execution of these two projects is contingent upon receipt for funding under both programs.

Tammie Caldwell will update the Committee on the status of the application as it comes available.

VIII. Skating Oval at the Waterfront

Mike Delmonte proposed the possibility of having a skating oval on the lake in front of the Pool and Fitness Centre.

Tammie Caldwell advised that there would be lack of City Resources to clear and maintain the oval.

Mike suggested that the Recreation Committee seek volunteers to clear and maintain an oval for a two week trial period.

Tammie Caldwell agreed to assist in the recruitment of volunteers by advertising and will investigate the City's liability requirements, and will report back to the Committee.

IX. Water Bottle Refill Stations

Mike Delmonte suggested that the City should invest in Water Bottle Refill stations for our parks and various locations throughout the municipality. These stations provide an affordable, scalable clean-water alternative to disposable plastic bottles.

Amber Sayer commented that having the units sponsored may off-set the cost to the municipality.

Mike Delmonte will investigate pricing options and will report back to the Committee.

10.0 SCHEDULE OF MEETINGS

- Monday, March 9th
- Monday, April 13th
- Monday, May 11th
- Monday, June 8th
- Monday, September 14th
- Monday, October 12th

11.0 CLOSED SESSION

- None

12.0 ADJOURNMENT

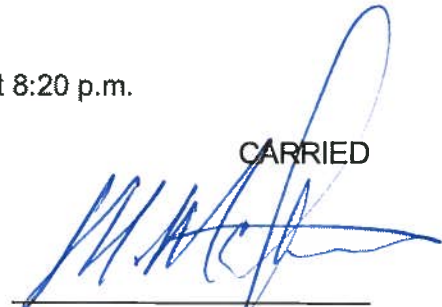
Recommendation LS-2014-24

Moved by: Danny Lavigne

Be it recommended that:

1. The Recreation Services Committee meeting is adjourned at 8:20 p.m.

CARRIED



Committee Chair



Recorder

Memo

To: Mayor and Council
From: Matt Del Monte, By-law/ Property Standards Officer
Date: March 17, 2015
Subject: Fence By-law - Short Form Wording
Attachments: **Appendix 01** - Draft By-law for Short Form Wording and Set Fines to By-law No. 2013-183

Mayor and Council:

At the February 18, 2014 meeting, Council passed By-law No. 2013-183 being a by-law to regulate fences. This by-law requires that swimming pools be enclosed by a fence that meets specific criteria in order to ensure public safety by preventing access to unauthorized individuals. The Fence By-law requires property owners to apply for a swimming pool fence permit and submit plans for review. City staff review the application and plans to ensure compliance with the by-law and upon approval issue a Swimming Pool Fence Permit. This process mirrors the steps required to obtain a building permit.

However, property owners often install swimming pools and swimming pool fences without following the proper process. When this occurs staff receive complaints, or observe the pool first-hand while in the community. Upon discovery of a pool without a fence, or fence that doesn't comply with the by-law staff contacts the person responsible for installing the pool to advise them of the by-law's requirements and steps they needed to correct the violation(s) of the Fence By-law. This occurs as quickly as possible and usually involves draining the pool, installing a temporary fence and applying for and issuing a permit, installation of an approved swimming pool fence or the removal of the pool.

In the event that the person responsible for installing the pool doesn't cooperate and voluntarily obtain a fence permit and install a fence, staff have the ability to lay a charge under Part III of the Provincial Offences Act. This involves summoning the person responsible for installing the pool to court to answer to the charge. This is a slow process given the time required to prepare the Information and Summons, serve the accused and prepare to attend court. Typically, staff must attend court multiple times before the matter is resolved. Based on past files, from the time a pool is discovered to the time the court process is completed, it is anywhere between five and eight months.

Further to discussion at the Protection to Persons and Property Committee meeting on January 29, 2015 staff would like to have Council amend the Fence By-law to create short form wording and set fines for the most common Fence By-law offences. This would enable staff to lay a charge under Part I of the Provincial Offences Act when the offence is discovered and avoid attending court, unless the accused wishes to contest the charge. It should be noted that it is not the intention of municipal staff to immediately lay an charge every time a violation is discovered. As always, municipal staff will continue to work with residents to achieve voluntary compliance with by-law requirements in as short a timeframe as possible. Staff would continue to use discretion and the option of laying a charge when it is not possible to achieve voluntary compliance.

Based on these considerations staff request that Council give First and Second reading to the attached proposed by-law amendment, and submit the proposed short form wording and set fines to the Ministry of the Attorney General for approval. Once the Ministry of the Attorney General has reviewed and approved the short form wording and set fines, staff requests that Council give the amendment Third and Final reading. This will enable staff to enforce the amended Fence By-law from this point forward.

Prepared by:

Reviewed and approved by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

"Original signed by"

Matt Del Monte
By-law/ Property Standards
Officer

Karen Beauchamp, MCIP, RPP, CMO
Director of Community Growth
and Planning

Christopher W. Oslund
City Manager

The Corporation of the City of Temiskaming Shores
By-law No. 2015-000

**Being a by-law to amend By-law No. 2013-183, being
a by-law to regulate Fences and to Repeal By-law
No. 2007-168 and all Amendments made thereto**

Whereas Section 10(2) 10 of the Municipal Act S.O. 2001, c.25, authorizes Council to pass by-laws respecting structures, including fences and signs;

And whereas Section 10(2) 6 of the Municipal Act S.O. 2001, c.25, authorizes Council to pass by-laws respecting the health, safety and well-being of persons;

And whereas Section 427(1) of the Municipal Act, 2001 provides that a municipality may proceed to do things at a person's expense, which that person is otherwise required to do under a by-law or otherwise has failed to do;

And whereas adopted By-law No. 2013-183 being a by-law to regulate Fences and to Repeal By-law No. 168 and all amendments made thereto on February 18, 2014;

And whereas Council considered Memo 006-2015-CGP at the March 17, 2015 Regular Council meeting and directed staff to prepare the necessary by-law to amend By-law No. 2013-183, as amended to incorporate Short Form Wording and Set Fines for consideration of first and second reading at the March 17, 2015 Regular Council meeting and directed staff to undertake a public consultation process prior to submitting for 3rd and final reading;

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. 2013-183, as amended be further amended by adding Appendix 6 – Set Fines, a copy identified as Schedule "A" hereto attached and forming part of this by-law.
2. That this by-law shall come into force and take effect on the date of its final passing.
3. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to this by-law and schedule as may be deemed necessary after passage of this by-law.

Read a first and second time this 17th day of March, 2015.

Mayor – Carman Kidd

Clerk – David B. Treen

Read a third time and finally passed this _____ day of _____, 2015.

Mayor – Carman Kidd

Clerk – David B. Treen

Appendix 6
By-law No. 2013-183

Part 1 – Provincial Offences Act
Set Fines

| | <u>Column 1</u> | <u>Column 2</u> | <u>Column 3</u> |
|------------------------|--|--|------------------------|
| <u>Item No.</u> | <u>Short Form Wording</u> | <u>Provision Creating or Defining Offence</u> | <u>Set Fine</u> |
| 1. | Construct a swimming pool without a valid swimming pool fence permit. | Sch. A to By-law 2013-183 Sec. 5.9.2 | \$300.00 |
| 2. | Place water in a swimming pool without a swimming pool fence. | Sch. A to By-law 2013-183 Sec. 5.9.3 | \$300.00 |
| 3. | Construct a swimming pool without enclosing the area with a temporary swimming pool fence. | Sch. A to By-law 2013-183 Sec. 5.9.4 | \$300.00 |

Memo

To: Mayor and Council
From: Karen Beauchamp, Director of Community Growth and Planning
Date: March 17, 2015
Subject: AMCTO – AODA 10th Anniversary Champion Award
Attachments: Draft Nomination Form

Mayor and Council:

June 14, 2015 marks the 10th anniversary of the Accessibility for Ontarians with Disabilities Act (AODA). The goal of the Act is to increase accessibility for people with disabilities and enable them to participate fully in the life of the province.

To celebrate the anniversary, the Association of Municipal Managers, Clerks and Treasurers of Ontario (AMCTO) is awarding outstanding individuals who demonstrate leadership, passion and commitment to the promotion of awareness of accessibility and inclusiveness in the community. At the February 18, 2015 Temiskaming Shores Accessibility Advisory Committee (TSAAC) meeting, the Committee passed the following resolution:

AODA 10th Anniversary Champion Award

Moved by: Debbie Despres
Seconded by: Walter Humeniuk

Be it resolved that:

TSAAC recommends that Kaireen MacKinnon be nominated for the AODA 10th Anniversary Champion Award. This award recognizes outstanding individuals who demonstrate leadership, passion and commitment in the promotion of awareness of accessibility and inclusiveness in their community.

TSAAC requests that Council pass a resolution to confirm the City of Temiskaming Shores' support of this nomination.

Prepared by:

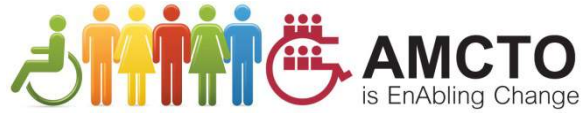
Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

Karen Beauchamp, MCIP, RPP, CMO
Director of Community Growth
and Planning

Christopher W. Oslund
City Manager



AODA 10th Anniversary Champion Award Nomination Form

| | | | |
|---|-------------------------------|---------------------------------|-------------|
| Name of Nominee: | | | |
| Signature of nominee: | | | |
| <input type="checkbox"/> Mr. | | <input type="checkbox"/> Mrs. | |
| <input type="checkbox"/> Ms. | | <input type="checkbox"/> Dr. | |
| <input type="checkbox"/> Other (please specify) | | | |
| First Name | | Last Name | |
| Position/Title | | | |
| Address | | | |
| Street No. | No. Suffix | Street Name | Unit/suite |
| City | | Municipality | Postal Code |
| Telephone Type | | Telephone Number | Extension |
| <input type="checkbox"/> Home | <input type="checkbox"/> Work | <input type="checkbox"/> Mobile | |

Name of Nominator:

Signature of Nominator:

Mr. Mrs. Ms. Dr. Other (please specify)

| | |
|------------|-----------|
| First Name | Last Name |
|------------|-----------|

| | |
|----------------------|----------------|
| Name of Organization | Position/Title |
|----------------------|----------------|

Address

| | | | |
|------------|------------|-------------|------------|
| Street No. | No. Suffix | Street Name | Unit/suite |
|------------|------------|-------------|------------|

| | | |
|------|--------------|-------------|
| City | Municipality | Postal Code |
|------|--------------|-------------|

| | | |
|---|------------------|-----------|
| Telephone Type | Telephone Number | Extension |
| <input type="checkbox"/> Home <input type="checkbox"/> Work <input type="checkbox"/> Mobile | | |

Nomination Supported by:

Signature of supporter:

Mr. Mrs. Ms. Dr. Other (please specify)

| | |
|------------|-----------|
| First Name | Last Name |
|------------|-----------|

| | |
|----------------------|----------------|
| Name of Organization | Position/Title |
|----------------------|----------------|

Address

| | | | |
|------------|------------|-------------|------------|
| Street No. | No. Suffix | Street Name | Unit/suite |
|------------|------------|-------------|------------|

| | | |
|------|--------------|-------------|
| City | Municipality | Postal Code |
|------|--------------|-------------|

| | | |
|---|------------------|-----------|
| Telephone Type | Telephone Number | Extension |
| <input type="checkbox"/> Home <input type="checkbox"/> Work <input type="checkbox"/> Mobile | | |

Please read all the descriptions below first and ONLY answer those that are applicable. Please provide examples that demonstrate outcomes.

Achievement Description

- A. Describe how the nominee has demonstrated leadership, passion and commitment in the promotion of accessibility and inclusivity in his/her community. (200 - 225 words)

- B. Describe how the nominee contributed to breaking down barriers to accessibility by working collaboratively with other community members. (200 - 225 words)

- C. Describe the nominee's creativity, innovation and resourcefulness in finding ways to break down barriers to accessibility in his/her local community on a volunteer basis. (200 – 225 words)

- D. Describe the nominee's contribution to the increased participation and inclusion of people with disabilities in the community (e.g., accessible events, increased accessibility of local community services). (200 – 225 words)

- E. Explain how the nominee's contributions have influenced a positive change in the disability community, whether through AODA legislation, work with private businesses or supporting family and friends. Describe the impact of the individual's initiative(s) on people with disabilities in the community. (200 - 225 words)



Temiskaming Shores Accessibility Advisory Committee
Resolution from March 18, 2015 meeting
Nomination for the AMCTO, AODA 10th Anniversary Campion Award

Moved by: _____

Seconded by: _____

Whereas, Kaireen MacKinnon was employed by the City of Temiskaming Shores as an Accessibility Coordinator from July 2013 until July 2014 on a one-year youth intern contract which was partially funded by FedNor;

And whereas, Kaireen studied at the University of Guelph Humber and holds a Honours Bachelor of Applied Science in Family and Community Social Services from University of Guelph and a Social Service Workers' Diploma from Humber Institute of Technology and Advanced Learning;

And whereas, in her cover letter that accompanied her application for employment with the City, Kaireen writes, "I am passionate about serving individuals living with disabilities and addressing barriers that are experienced by those in our community;"

And whereas, Kaireen consistently demonstrates outstanding leadership and commitment in supporting awareness of accessibility and disability issues which will have a lasting impact on our community;

And whereas, Kaireen fosters a culture of accessibility in our community and raises awareness of the need to remove barriers in all sectors of our community including government, business, health care, planning and development, transit, and social services;

And whereas, Kaireen has worked to put policies in place that will improve accessibility in the areas of employment, customer service, transportation, built environment and recreation that have changed the way our community views disabilities and will have an impact on the way we do business for many years to come;

And whereas, Kaireen provided sound advice to the Temiskaming Shores Accessibility Advisory Committee based on her knowledge and experience, her research into best practices for improving accessibility, and the relationships that she fostered with other agencies including municipality's accessibility advisory committee members, CNIB, United Way, March of Dimes, Timiskaming Home Support, Timiskaming Health Unit, and Timiskaming Transit.

And whereas, because of her passion, Kaireen excels at educating people about the need for an accessible community including Mayor and Council, co-workers, committee members and the public;

And whereas, Kaireen's expertise and enthusiasm is acknowledged by community groups including the New Liskeard Cub Scouts and Temiskaming Injury Prevention Task Force who invited her to speak about disability issues and how we can all work together to reduce barriers to accessibility;

And whereas, Kaireen excels at community engagement and uses non-traditional methods which include: riding the transit bus for a day, and giving away cookies and juice on the street corner in order to engage people in conversations about disability issues that affect everyone;

And whereas, the Temiskaming Shores Accessibility Advisory Committee believes that Kaireen's passion for accessibility which she passes on to each person she meets, makes her a solid candidate for the AMCTO AODA 10th Anniversary Champion Award;

Therefore be it resolved that:

The Temiskaming Shores Accessibility Advisory Committee nominates Kaireen MacKinnon for The AMCTO AODA 10th Anniversary Champion Award her outstanding leadership and commitment in promoting awareness of accessibility and disability issues.

CARRIED

Achievement B.

Kaireen provided technical guidance and training regarding AODA and IASR to the Temiskaming Shores Accessibility Advisory Committee, Temiskaming Transit Committee, and Council and staff of the City of Temiskaming Shores. She went over and above the legislative requirements and delivered information that was interesting and informative and she engaged the audience with videos and stories of real life situations.

In June 2014, she was invited by the Timiskaming Injury Prevention Older Adult Committee to speak to seniors at the 4th Annual Spring Fling Luncheon about accessibility initiatives in the City, the role of the Accessibility Committee and how seniors can speak out to have positive change in the community. The presentation was well received by the seniors and caregivers in attendance.

She listened to seniors and persons with disabilities who identified a need for accessible parking spaces in close proximity to front doors of schools so that parents, grandparents, and other family members can attend school events such as Christmas Concerts. She developed a program for schools whereby the City would provide free "Accessible Parking" signs and posts as well as assistance to locate the accessible parking spaces in order to increase the number of accessible parking spaces at schools. This was an initiative that was supported by the Accessibility Advisory Committee and Council, as well as 5 local schools.

Achievement C

The following is an excerpt from a letter written by the Cub Leader on behalf of the 1st Haileybury Scouts:

“Kaireen very generously donated her time and skills to helping a group of 15-16 Cub Scouts obtain their Accessibility Badges. She attended a Cubs meeting in November of 2013 armed with all sorts of appropriate information and activities about accessibility in the community. Her presentation was a mix of guest speakers, videos, discussion and hands on experiences.

“Mr. X” and “X” his guide dog came with Kaireen and spoke about his life as a person with a disability and the challenges he faces. This led to a broader discussion about disability and accessibility. Kaireen spoke to Cubs about what accessibility is and why it is important. She highlighted some of the things that were being done in our community and she asked the children if they had any ideas on how we could become more accessible.

Kaireen, knowing the way to a kid’s heart, brought in a wheel chair and some crutches to give the Cubs hands on experience with the difficulties faced by people who use different types of mobility aids. Fun but also extremely enlightening, this activity made the Cubs think about issues of accessibility and how difficult it can be to get around!”

Note: Names have been redacted for privacy purposes.

Achievement D.

The following is a testimonial written by Cynthia Barty, OMS CNIB Timmins:

As a consultant to the City of Temiskaming Shores in relation to accessibility issues as they relate to persons who are blind or partially sighted, I was able to provide information relevant to several of the projects that Kaireen was involved in.

Specifically, during Kaireen's term of July 2013 – July 2014 as the Accessibility Coordinator Intern with the City of Temiskaming Shores, I had the pleasure of collaborating with her in relation to the implementation of Accessible Pedestrian Signals (APS). They were located in downtown Temiskaming Shores at two high traffic intersections. The request for these signals to be installed had been in the works for quite some time, and without her diligence and dedication would have continued to be a topic in the committee's agenda yet to be fulfilled. She was committed to her role and was a vital component between the committee and city council to see this project through.

I would thank her personally for being a voice in representing persons with disabilities, having the insight, perspective and energy in fulfilling that role.

Achievement E.

The following is a testimonial from Sue Weiss, Retired Clerk of the City of Temiskaming Shores:

Prior to my retirement this past January as Municipal Clerk for the City of Temiskaming Shores, I had the pleasure of working with Kaireen on the development of various policies to ensure compliance with the Integrated Accessibility Standards Regulation. Kaireen helped put policies in place that will improve accessibility in the areas of employment, customer service, transportation, built environment and recreation that changed the way our community views disabilities and how it will do business for many years to come.

Kaireen delivered the Integrated Accessibility Standards Regulation training to all stakeholders including municipal employees, Council members, Committee members, and the transit operator and drivers. She assisted in the development of the City's transit monthly photo identification bus passes. She also reviewed the existing bus stops and transit schedule and provided recommendations to the Transit Committee on how to improve services to our transit users with various needs.

During my 37.5 year career, I have never seen anyone so passionate about helping others. I also wish to comment on Kaireen's positive enthusiasm which brightened the office like a ray of sunshine. She is an amazing caring young lady who has had a huge impact on improving the lives of many individuals in our community.

Memo

To: Mayor and Council
From: Jennifer Pye, Planner
Date: March 17, 2015
Subject: Deeming By-law for 686 Champlain Street (Lots 20, 30, 40, and 50, Plan M-105NB)
Attachments: **Appendix 01** - Request for Council to pass Deeming By-law
Appendix 02 - Draft Deeming By-law

Mayor and Council:

Douglas and Abby Smythe own the property at 686 Champlain Street, Haileybury which is comprised of Lots 20, 30, 40, and 50 on Plan M-105 NB. A previous owner of lots 20 and 30 purchased lots 40 and 50 from the Town of Haileybury in 2002. Mr. and Mrs. Smythe would like to construct an accessory garage on their property, which requires a deeming by-law as the lots still exist as original lots on a plan of subdivision and could therefore be sold as separate entities.

The Public Works Department advises that municipal water service is available on Champlain Street but the sanitary sewer service ends at Florence Street and there are no short or long-term plans to extend sewer service in this area.

If the Deeming By-law is passed it will be registered on title at the owners' expense and MPAC will be notified of the change. It is recommended that Council pass the requested deeming by-law.

Prepared by:

Reviewed and approved by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

"Original signed by"

Jennifer Pye
Planner

Karen Beauchamp, MCIP, RPP, CMO
Director of Community Growth
and Planning

Christopher W. Oslund
City Manager

March 3, 2015

This letter is to request that the property owned by Douglas and Abby Smythe, Haileybury, ON become one property under the deeming by-law. The legal description is as follows:

686 Champlain St. Plan M105NB Lots 20, 30 PCL 22527SST; 0 Champlain St., Lot 40 PCL 1898T and Lot 50 PCL 2146SST

Thank you,

A handwritten signature in blue ink that reads "Abby Smythe". The signature is written in a cursive, flowing style.

Doug and Abby Smythe

The Corporation of the City of Temiskaming Shores

By-law No. 2015-000

**Being a by-law to designate any plan of subdivision,
or part thereof, that has been registered for eight years or
more, which shall be deemed as not a registered plan of subdivision
686 Champlain Street - Roll Nos. 54-18-030-007-008,
54-18-030-007-011, 54-18-030-007-013**

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

And whereas the property owner has requested that the following properties be merged on title: Lots 20, 30, 40, and 50, Plan M105NB, Parcels 22527SST, 1898T, and 2146SST;

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

1. That the lands hereinafter described shall be deemed not to be a lot or block on a Registered Plan of Subdivision for the purposes of Section 50(4) of the Planning Act R.S.O. 1990, c.P.13, as amended and generally illustrated on Schedule "A" attached hereto and forming part of this by-law;
2. That the lands are described as
 - a) Lots 20, 30, 40, and 50, Plan M105NB, Parcels 22527SST, 1898T, and 2146SST
3. That in accordance with Section 50(28) of the Planning Act, R.S.O. 1990, c.P.13, as amended, a certified copy or duplicate of this by-law shall be registered by the Clerk of the Corporation of the City of Temiskaming Shores at the Land Registry Office in Haileybury, Ontario;
4. That in accordance with Section 50(29) of the Planning Act, R.S.O. 1990, c.P.13, as amended, Council shall give notice of the passing of the by-law within 30 days of the passing to the owner of land to which the by-law applies;
5. That in accordance with Section 50(30) of the Planning Act R.S.O. 1990, c.P.13, as amended, Council shall hear in person or by an agent any person to whom a notice was sent, who within twenty days of the mailing of the notice gives notice to the Clerk of The Corporation of the City of Temiskaming Shores that the person desires to make representations respecting the amendment or repeal of the by-law;
6. That the Mayor and Clerk are authorized to sign all necessary documents in connection with this by-law;

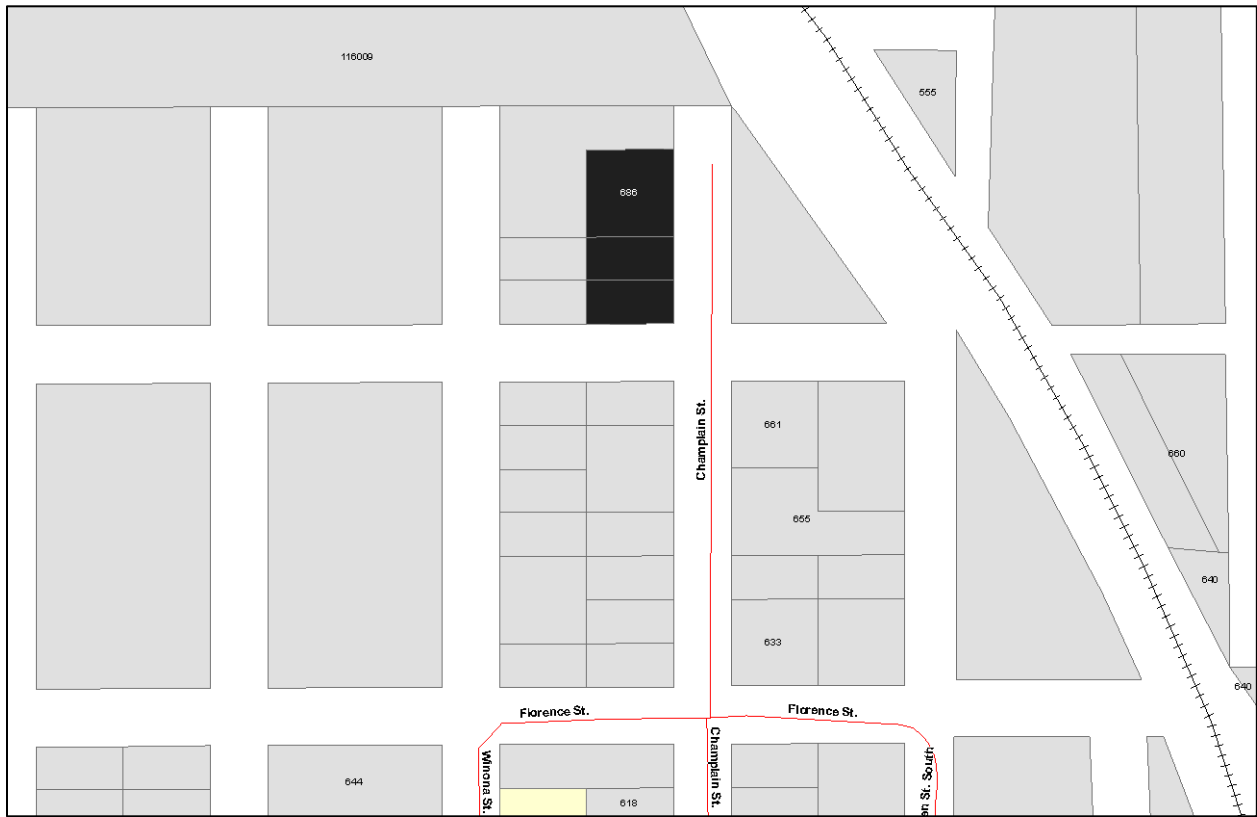
7. That this by-law shall not be effective until a certified copy or duplicate of this by-law is registered by the Clerk of The Corporation of the City of Temiskaming Shores at the Land Registry Office in Haileybury, Ontario;
8. That the passing of this by-law shall be subject to the provisions of the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

Read a first, second and third time and finally passed this 17th day of March, 2015.

Mayor – Carman Kidd

Clerk – David B. Treen

City of Temiskaming Shores



686 Champlain Street

Douglas and Abby Smythe



Memo

To: Mayor and Council
From: Jennifer Pye, Planner
Date: March 17, 2015
Subject: Deeming By-law for 330 View Street (Lots 1 and 2, Plan M-81NB)
Attachments: Draft Deeming By-law

Mayor and Council:

John Brown has submitted a request for a deeming by-law on behalf of Fraser Houghton, who owns the property at 330 View Street, Haileybury. The property is comprised of Lots 1 and 2 on Plan M-81NB and Mr. Houghton would like to construct a new accessory garage on the property with it being located across the lot line between lots 1 and 2. A deeming by-law is required as the lots still exist as original lots on a plan of subdivision and could therefore be sold as separate entities.

If the Deeming By-law is passed it will be registered on title at the owners' expense and MPAC will be notified of the change. It is recommended that Council pass the deeming by-law.

Prepared by:

Reviewed and approved by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

"Original signed by"

Jennifer Pye
Planner

Karen Beauchamp, MCIP, RPP, CMO
Director of Community Growth
and Planning

Christopher W. Oslund
City Manager

The Corporation of the City of Temiskaming Shores

By-law No. 2015-000

**Being a by-law to designate any plan of subdivision,
or part thereof, that has been registered for eight years or more,
which shall be deemed as not a registered plan of subdivision
330 View Street – Roll No. 54-18-030-005-004**

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

And whereas the property owner has requested that the following properties be merged on title: Lots 1 and 2, Plan M81NB, Parcels 11456SST, and 12647SST;

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

1. That the lands hereinafter described shall be deemed not to be a lot or block on a Registered Plan of Subdivision for the purposes of Section 50(4) of the Planning Act R.S.O. 1990, c.P.13, as amended and as generally illustrated on Schedule "A" attached hereto and forming part of this by-law.
2. That the lands are described as
 - a) Lots 1 and 2, Plan M-81 NB, Parcels 11456SST, and 12647SST
3. That in accordance with Section 50(28) of the Planning Act, R.S.O. 1990, c.P.13, as amended, a certified copy or duplicate of this by-law shall be registered by the Clerk of the Corporation of the City of Temiskaming Shores at the Land Registry Office in Haileybury, Ontario.
4. That in accordance with Section 50(29) of the Planning Act, R.S.O. 1990, c.P.13, as amended, Council shall give notice of the passing of the by-law within 30 days of the passing to the owner of land to which the by-law applies.
5. That in accordance with Section 50(30) of the Planning Act R.S.O. 1990, c.P.13, as amended, Council shall hear in person or by an agent any person to whom a notice was sent, who within twenty days of the mailing of the notice gives notice to the Clerk of The Corporation of the City of Temiskaming Shores that the person desires to make representations respecting the amendment or repeal of the by-law.
6. That the Mayor and Clerk are authorized to sign all necessary documents in connection with this by-law.

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

Read a first, second and third time and finally passed this 17th day of March, 2015.

Mayor – Carman Kidd

Clerk – David B. Treen

Schedule "A"

City of Temiskaming Shores



330 View Street

Fraser Houghton

Memo

To: Mayor and Council
From: Jennifer Pye, Planner
Date: March 17, 2015
Subject: Site Plan Guidelines for Accessibility
Attachments: Accessibility Checklist for Site Plan Applications

Mayor and Council:

Section 41 of the Planning Act allows municipalities to enact by-laws to designate Site Plan Control areas and establishes the policies. The Township of Dymond, Town of New Liskeard, and Town of Haileybury each currently have their own site plan control by-laws, and it is anticipated that once the new Official Plan is approved and in force a new Site Plan Control by-law will be formulated for the City of Temiskaming Shores.

Proponents for Site Plan applications typically pre-consult with the City regarding the various requirements from the City departments for the submission of their site plan and eventual development of their site. Section 41(7)4.1 of the Planning Act allows the municipality to require the installation of facilities designed to have regard for persons with disabilities. Many of these facilities are already required by the Ontario Building Code or the City's own by-laws.

The items on the attached document are currently being requested on site plan submissions. The purpose of the document is to provide a comprehensive list of the City's site plan requirements as they relate to accessibility, in checklist format, in order to streamline the pre-consultation process.

The Accessibility for Ontarians with Disabilities Act (AODA) grants the Temiskaming Shores Accessibility Advisory Committee (TSAAC) the authority to review and comment on any site plan application they select. The attached document was reviewed by TSAAC during their meeting on February 18, 2014, and the following resolution was passed:

Moved By: Walter Humeniuk
Seconded By: Nicki Galley

Whereas TSAAC has reviewed the Accessibility Checklist for Site Plan Control which has been developed to provide contractors and developers with a list of items that are required to be included on Site Plan Control Drawings;

Be it resolved that:

TSAAC recommends that Council adopt the Accessibility Checklist for Site Plan Control and direct staff to include the document in the Site Plan Control Application package.

Carried

Staff recommends Council adopt the document, noting that all of the items included in the checklist are currently required for site plan submissions. If Council adopts the document it will become part of the pre-consultation process with site plan proponents and will also be included as an attachment to the site plan control application form.

Prepared by:

Reviewed and approved by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

"Original signed by"

Jennifer Pye
Planner

Karen Beauchamp, MCIP, RPP, CMO
Director of Community Growth
and Planning

Christopher W. Oslund
City Manager

Accessibility Checklist for Site Plan Applications

The City of Temiskaming Shores is dedicated to improving accessibility for all persons with the vision of all persons in the City living in dignity, with independence, inclusion, and equal opportunity.

Section 41(4)1. and 41(4)2.(f) of the Ontario Planning Act allows Council to approve plans and drawings related to site plan matters, including facilities designed to have regard for persons with disabilities. Section 41(7)(a)4.1 allows Council to require such facilities as a condition to approval of site plan agreements.

The Temiskaming Shores Accessibility Advisory Committee (TSAAC) is mandated to review Site Plan applications in the City of Temiskaming Shores. In accordance with the vision and mandate of TSAAC, certain considerations for accessibility within a site have been identified as important for both the visiting public and employees alike.

The following are items that have been identified by TSAAC as important Site Plan considerations and must be provided on the drawing accompanying a site plan application as facilities designed to have regard for persons with disabilities:

Location, configuration, and dimensions of accessible parking space(s), including the distance from accessible entrance(s).

TSAAC encourages the provision of at least one (1) accessible parking space on all privately-owned properties. The accessible parking space should be located as close to the accessible entrance as possible. The accessible entrance should be the main entrance to the building to minimize marginalization of seniors and persons living with disabilities.

The accessible parking spaces should be painted yellow.

The City's Traffic and Parking By-law No. 2012-101, as amended sets out the requirements for the provision of accessible parking spaces:

- Part 7: Designated Parking Spaces
 - 7.4: Requirements for Off-Street Accessible Parking Spaces

All accessible parking spaces on City or privately owned/operated parking lots where the By-law is in effect shall:

 - a) be identified by the prescribed sign for identifying accessible parking spaces;
 - b) have a width of not less than 4.6 metres (15 ft);

- c) have a vertical clearance of 2.75 metres (9 ft); and
- have no barriers such as but not limited to chains, steel barriers or blockades that impede the deployment of doors, lifts, or ramps from vehicles.

- Appendix 19: Accessible Parking Spaces Required for Privately Owned/Operated Parking Lots

| Total Number of Spaces in Parking Facility | Minimum Number of Accessible Parking Spaces |
|--|---|
| 1 to 10 | 0 |
| 11 to 20 | 2 |
| 21 to 50 | 3 |
| 51 to 75 | 4 |
| 76 to 100 | 5 |
| 101 to 200 | 6 |
| Over 200 | 6 plus 1 for each additional 100 spaces or part thereof |

Type and location of signage for accessible parking space(s)

The prescribed sign for identifying accessible parking spaces is required in order to ensure the enforceability of the accessible parking space. The space cannot be enforced if the sign is not present, regardless of whether or not the space is painted or otherwise indicated on the ground. The sign should be centred at the front of the space for 90 degree parking spaces and at the front on the curb side of the designated space for parallel parking spaces.

Traffic and Parking By-law 2012-101:

- Part 7: Designated Parking Spaces
 - 7.5: Prescribed Sign for Identifying Accessible Parking Spaces
- Appendix 29: Prescribed Sign for Accessible Parking Space (must be shown on the Site Plan drawing)

Location, dimension, and slope/grade of barrier-free path of travel from the accessible parking space(s) to the accessible entrance(s)

Barrier-free design requirements must be in accordance with the Ontario Building Code at a minimum. The City strongly encourages applicants to exceed the minimum requirements.

A 1.5m wide access aisle, indicated with yellow hatching, should be provided for accessible parking spaces. If two (2) accessible parking spaces are provided side-by-side the access aisle can be located between, and shared by the spaces. For parallel spaces the access aisle should be located either directly in front of or

directly behind the space and can be shared by spaces that are directly adjacent to each other.

The barrier-free path of travel must be maintained under all conditions. This includes the removal of snow or ice and any other hazards that may be caused by changing conditions or circumstances.

Slopes/Grades of parking areas and walkways/sidewalks

In accordance with the Ontario Building Code at a minimum. The City strongly encourages applicants to exceed the minimum requirements.

Surface material details for all walkways, ramps, parking areas, and driveways

Facilities designed to have regard for accessibility for persons with disabilities must be hard-surfaced (asphalt or concrete) to facilitate use in all conditions.

Yellow painted lines on the edges of walkways and sidewalks

These lines must be at least 10cm (4") wide. Yellow painted lines indicate a change in elevation, such as the edge of a sidewalk or curb, and also differences in surfacing, such as from concrete to grass, or concrete to asphalt. It can be difficult to see changes in elevation and distinguish the edge of sidewalk or curb, and the yellow lines serve as an indicator.

Type of accessible doors and locations of openers

The Ontario Building Code exempts certain occupancy categories from providing facilities designed to have regard for accessibility for persons with disabilities. The City strongly encourages applicants to provide accessible entrances to afford equal opportunity for everyone and to ensure no member of the public is marginalized.

TSAAC encourages applicants to provide "magic-eye" door openers as these openers do not require any input from the user other than approaching the door. Magic eye openers facilitate easier entrance and exit not just for persons with disabilities but also for people encumbered with other items including strollers, packages, or small children.

Where push button openers are used it is preferable to have the buttons located away from the building on a post or other mounting medium for ease of use and access. Where this is not possible, the button should be located so the door does not open into the operator of the button. Buttons should be provided for each entrance door and for both entering the building and exiting the building. Where buttons are provided in a vestibule between two doors, signage should be provided to indicate which button operates which door.

Lighting in the parking area and around the building

Lighting should be provided to illuminate the parking area, including the accessible parking spaces. Lighting should be provided at all entrances and surrounding the building. Lighting should be low-glare and night-sky friendly.

Garbage storage area; snow storage area

Garbage and snow storage areas should not obstruct the accessible parking space(s). Melt water from snow storage area should not cause hazards around the accessible parking space(s). Stormwater catchbasins and sewer manhole covers should not be located in the accessible parking space(s) as these items disrupt the space and are slippery when wet or snow-covered.

Subject: TSAAC – Terms of Reference
Annual Review

Report No.: CGP-009-2015
Agenda Date: March 17, 2015

Attachments

Appendix 01: Office Consolidated By-law No. 2009-077 with tracked changes

Appendix 02: Draft amending By-law

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CGP-009-2015; and
2. That Council directs staff to prepare the necessary by-law to amend By-law No. 2009-077, as amended, being a by-law to establish Terms of Reference for the Temiskaming Shores Accessibility Advisory Committee (TSAAC) for consideration at the April 7, 2015 Regular Council meeting.

Background

Council passed By-law No. 2009-077 being a by-law to adopt a Terms of Reference for the Temiskaming Shores Accessibility Advisory Committee (TSAAC) on June 16, 2009.

There have been two amendments to By-law No. 2009-077 (TSAAC Terms of Reference); By-law No. 2012-186 (December 18, 2012) and By-law 2014-055 (April 1, 2014).

Section 8.2 of the Terms of Reference states that, *“At the first meeting of each year, TSAAC shall commence a review of the Committee’s Terms of Reference.”* This will give an opportunity for the Committee to make recommendations to Council to amend the Terms of Reference if any of the requirements do not allow for the efficient and effective operation of the Committee.

Analysis

At the February 18, 2015, TSAAC undertook the annual review of the Terms of Reference and passed the following resolution:

Be it resolved that:

TSAAC has reviewed the Terms of Reference for the Committee and recommends to Council that the following amendments be made:

Section 7.2: At the first meeting of each Council term, TSAAC will elect a Chair and a Vice-Chair to serve the Council term. The Chair and Vice-Chair shall be non-elected officials on the committee.

Section 8.1: Quorum shall be (3) members of TSAAC that are not members of Council.

Add: Each member shall confirm their attendance with the Committee Secretary before noon on the day before the meeting in order that the Committee Secretary can determine if there will be quorum. If there is no quorum, the Committee Secretary will notify all members that the meeting is cancelled.

Section 8.4: The Agenda shall be circulated to members of the Committee at least four (4) days prior to the regularly scheduled meeting.

Section 8.10: Draft minutes are provided to Council for their information. Adopted minutes shall be made available to the public at City Hall and posted on the Accessibility Page on the City’s website.

Add Section 8.13: Re-scheduling cancelled meetings – Cancelled meetings will not be re-scheduled unless the Chair determines that there is an item on the agenda that requires a decision by TSAAC before the next regular meeting.

The above changes reflect changes in the operation of the committee over the past 4 years. A copy of the TSAAC Terms of Reference with tracked changes is attached as Appendix 01. The draft amending by-law is attached as Appendix 02.

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”

 Karen Beauchamp, MCIP, RPP, CMO
 Director of Community Growth
 and Planning

 Christopher W. Oslund
 City Manager



The Corporation of the City of Temiskaming Shores

***Office Consolidated
Terms of Reference
Temiskaming Shores Accessibility
Advisory Committee***

By-law No. 2009-077

Being a by-law to adopt Terms of Reference for the
Temiskaming Shores Accessibility Advisory Committee

By-laws amending original Municipal By-law No. 2009-077:

| | | |
|---------------------|-------------------|-----------------------|
| By-law No. 2012-086 | December 18, 2012 | Schedule "A" replaced |
| By-law No. 2014-055 | April 1, 2014 | Modifies Section 4.5 |

Note:

This office consolidation has been prepared to assist the reader in understanding the amendments to By-law No. 2009-077.

The Corporation of the City Of Temiskaming Shores
By-law No. 2009-077
Being a by-law to adopt Terms of Reference for the
Temiskaming Shores Accessibility Advisory Committee

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 the Council of the City of Temiskaming Shores deems it necessary to adopt Terms of Reference for the Accessibility Advisory Committee;

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

1. That Council adopts Terms of Reference for the Temiskaming Shores Accessibility Advisory Committee identified as Schedule "A", attached hereto 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.
3. That this By-Law shall come into force and take effect on the date of its final passing.

Read a first and second time this 16th day of June, 2009.

Deputy Mayor

Clerk

Read a third time and finally passed this 7th day of July, 2009.

Mayor

Clerk

Terms Of Reference

Temiskaming Shores Accessibility Advisory Committee (TSAAC)

Vision Statement

All persons within the City of Temiskaming Shores live in dignity, with independence, inclusion and equal opportunity.

Mission Statement

To ensure through education, promotion, and advocacy, that all persons with disabilities can with dignity and independence have full, equal, inclusionary participation and opportunity within the boundaries of the City of Temiskaming Shores.

1. Purpose

The Purpose of the Temiskaming Shores Accessibility Advisory Committee (TSAAC) shall be to advise Council of the City of Temiskaming Shores with respect to the City’s prescribed obligations under the Ontarians with Disabilities Act, 2001 (ODA); Accessibility for Ontarians with Disabilities Act, 2005 (AODA); and the Accessibility Standards in the Ontario Regulations associated with the Acts.

2. Definitions

Definitions of words, phrases and terms used herein, that are not included in the list of definitions in this section, shall have the meanings which are defined in the ODA, or commonly assigned to them in the context in which they are used in the ODA and the AODA.

The words, phrases and terms defined in this section have the following meaning for the purposes of this document:

“**barrier**” as defined in ODA means; anything that prevents a person with a disability from fully participating in all aspects of society because of his or her disability, including a physical barrier, an architectural barrier, an information or communications barrier, an attitudinal barrier, a technological barrier, a policy or a practice.

“**City**” means The Corporation of the City of Temiskaming Shores.

“**TSAAC**” means the Temiskaming Shores Accessibility Advisory Committee.

“**Council**” means the Council of the City of Temiskaming Shores.

“**Clerk**” means the Clerk of the City of Temiskaming Shores.

“**Disability**” as defined in ODA means;

- a) any degree of physical disability, infirmity, malformation or disfigurement that is caused by bodily injury, birth defect or illness and, without limiting the generality of the foregoing, includes diabetes mellitus, epilepsy, a brain injury, any degree of paralysis, amputation, lack of physical co-ordination, blindness or visual impediment, deafness or hearing impediment, muteness or speech impediment, or physical reliance on a guide dog or other animal or on a wheelchair or other remedial appliance or device,
- b) a condition of mental impairment or a developmental disability,
- c) a learning disability, or a dysfunction in one or more of the processes involved in understanding or using symbols or spoken language,
- d) a mental disorder, or
- e) an injury or disability for which benefits were claimed or received under the insurance plan established under the *Workplace Safety and Insurance Act, 1997*; (“handicap”)

As defined in Canadian Human Rights Code means any previous or existing mental or physical disability and includes disfigurement and previous or existing dependence on alcohol or a drug.

“**municipality**” means the land within the geographic limits of the City of Temiskaming Shores.

“**pecuniary interest**” means a direct or indirect interest within the meaning of the *Municipal Conflict of Interest Act, R.S.O., 1990, chapter M.50*, as amended, and any subsequent legislation thereto.

“**timely manner**” means within 15 business days, excluding holidays.

3. Accountability

3.1 The Temiskaming Shores Accessibility Advisory Committee is established by Council in accordance with the requirements of Sec. 12(1) of the *Ontarians with Disabilities Act, 2001, S.O. 2001, c. 32* as amended;

3.2 TSAAC is deemed a Committee of Council and except where prescribed herein functions in accordance with Sec. 2.1 “General Provisions” prescribed in the City of Temiskaming Shores Procedural By-law No. 2008-160, as amended which reads;

2.1 “The rules and regulations contained in the By-law shall be observed in all proceedings of Council and shall be the rules and regulations for the order and dispatch of business of the Council and wherever possible, with the necessary modifications, for all committees of Council, unless otherwise prescribed.”

4. Membership

- 4.1 Two members of Council will be appointed by Council to TSAAC in accordance with Sec 3.5 of the City of Temiskaming Shores Procedural By-law No. 2008-160, as amended which reads;

3.5 “At the Inaugural Meeting all required Council appointments to local boards and committees shall be appointed for the term of the Council unless otherwise provided by statute or by-law.”

- 4.2 Members of TSAAC shall be appointed by Council in accordance with such policies of the City, and Sec. 12. (1) of the Ontarians with Disabilities Act, 2001, S.O. 2001, c. 32 as amended, which states;

12. (1) “The Council of every municipality having a population of not less than 10,000 shall establish or continue an accessibility advisory committee and the Council of every municipality having a population of less than 10,000 may establish or continue an accessibility advisory committee. 2001, c. 32, s. 12(1).

and,

12. (3) “A majority of members of the committee shall include persons with disabilities. 2001, c.32, s.12(3)”

- 4.3 Members of TSAAC shall serve at the pleasure of Council without remuneration.
- 4.4 With respect to member appointments to TSAAC, Council shall take into consideration an applicant’s special expertise, experience and commitment to promoting and facilitating a barrier free, inclusionary municipality that addresses the needs of all persons throughout their lifetime.
- 4.5 To be eligible for membership of TSAAC, or to remain a member of TSAAC once appointed, a person must be:
- a) A resident of the City of Temiskaming Shores including those living with a disability, or
 - b) A person who is employed by an agency providing service in the City to persons living with disabilities, or
 - c) A person who represents a group of persons living with disabilities.
- 4.6 Recognizing the unique challenges faced by persons with disabilities, the City shall offer reasonable accommodation to facilitate active participation including the ability for committee members to participate via teleconference, video conference or other electronic means when available and deemed appropriate.

- 4.7 In circumstances where such accommodation is not successful or where the individual’s needs predicate an inability to facilitate and assist TSAAC in achieving its mandate and vision, Council may choose not to appoint an individual or repeal an appointment.

5. Conduct of Members

- 5.1 Members shall not represent or give preference to any specific group or disability when conducting the business of TSAAC.
- 5.2 No member, individually or as a group, shall provide comment, opinion or make representation of any kind to any person or group with respect to any matter or thing related to the function of TSAAC or Council unless authorized to do so by a resolution of TSAAC or Council.
- 5.3 Should a member knowingly violate City policies, or conducts themselves in a manner deleterious to the achievement of the mandate and vision of TSAAC in respect to their membership on TSAAC, which results in, or has the potential to result in liability/exposure to the City, Council may repeal the appointment.
- 5.4 No member shall make any commitments, financial or otherwise, in respect of the City or TSAAC, or in any manner enter into any form of agreement, or receive other inducements or benefits either individually or as a group with respect to their membership on TSAAC.
- 5.5 Where applicable, members shall declare a conflict of pecuniary interest and shall at all times conform with the requirements of Section 22 - “Conflict of Interest” prescribed in the City of Temiskaming Shores Procedural By-law No.2008-160.
- 5.6 Should a member fail to participate in three (3) consecutive regular meetings, or more than 50 percent of all regular meetings of TSAAC in any calendar year exclusive of a granted leave of absence, Council may repeal the appointment.
- 5.7 Should a member request a leave of absence from TSAAC, such request shall not exceed six (6) months in length and shall be made to Council through TSAAC.

6. Administrative Provisions

- 6.1 TSAAC will be administered through the various resources of the City in accordance with the direction of Council.

6.2 Through the Office of the City Manager, a Committee Secretary will be provided to assist TSAAC in fulfilling its Roles and Responsibilities described herein with the respect to:

- a) preparing and distributing agendas, minutes and notices for all meetings of TSAAC in accordance with The City of Temiskaming Shores Procedural By-law No. 2008-160.
- b) providing secretarial support at meetings, through the Office of the Clerk, with the responsibility to:
 - record, without note or comment, all resolutions, decisions and other proceedings of TSAAC, whether closed to the public or not;
 - if required by any member present at a vote, to record the name and vote of every member voting on any matter or question (recorded votes);
 - to keep the originals of all resolutions and recommendations of TSAAC and the minutes of the proceedings of TSAAC; and
 - to act in the capacity of the City Clerk with respect to advising TSAAC on adherence to The City of Temiskaming Shores Procedural By-law No. 2008-160 and other applicable Provincial Legislation.

6.3 For the purposes of City administration, TSAAC is positioned within the scope of the Community Growth and Planning Department. The Department shall be responsible for:

- Receiving the budget requests of TSAAC for consideration in the City's annual budget process;
- Authorize all expenditures approved by Council through the budget process in accordance with the City's Purchasing Policies; and
- Facilitating the exchange of information between Council and TSAAC.

7. Committee Structure

7.1 TSAAC shall be comprised of no more than seven (7) members of whom the majority shall include persons with disabilities.

7.2 At the first meeting of each calendar year, TSAAC shall elect a Chair and a Vice-Chair- [to serve the Council term. The Chair and Vice-Chair shall be non-elected officials on the committee.](#)

7.3 A Committee Member shall hold office for a term concurrent with the term of the appointing Council, or until successors are appointed, and may be appointed for one or more further terms.

7.4 The City shall advertise for Committee Members at the beginning of each new Term of Council and on an as needed basis throughout the Term.

8. Administration Process

8.1 Quorum shall be three (3) of the members of TSAAC that are not Councillors. Each member shall confirm their attendance with the Committee Secretary before noon on the day before the meeting in order that the Committee Secretary can determine if there will be quorum. If there is no quorum, the Committee Secretary will notify all members that the meeting is cancelled.

8.2 At the first meeting of each year, TSAAC shall:

- Commence the establishment of dates and times for regular meetings throughout the upcoming year;
- Commence the generation of an annual plan of activities including the review of the City’s Accessibility Plan; and
- Commence a review the Committee’s Terms of Reference

8.3 Meetings shall be conducted with an agenda that is approved by members.

8.4 The Agenda shall be circulated to members of the Committee at least four (4) days ~~five (5) business days~~ prior to the regularly scheduled meeting.

8.5 Members are encouraged to submit agenda topics to the Committee Secretary at least seven (7) business days prior to the meeting.

8.6 All meetings of TSAAC will be open to the public. The Committee may go into closed session only in accordance with Section 239 of the Municipal Act, 2001, as amended.

8.7 Delegations wishing to address TSAAC are required to notify the Committee Secretary at least seven (7) business days in advance of the meeting date to be placed on the agenda.

8.8 All motions properly put before the TSAAC shall be voted upon.

8.9 All members will have one vote and a simple majority carries the motion. A tie vote is considered lost.

8.10 Minutes of all meetings will be recorded and will be amended as necessary and adopted at the following meeting. Draft Adopted minutes shall be provided to Council for their information. ~~and Adopted minutes shall be made available to the public at City Hall and posted on the~~ Accessibility Page on the City’s website.

8.11 The Committee Secretary will provide TSAAC with draft minutes of the last regularly held meeting in the agenda package for the next regularly scheduled meeting.

8.12 All documents and correspondence reviewed, referred to or received by TSAAC shall be filed by the Committee Secretary with the Minutes of the meeting for which they were considered.

8.128.13 Cancelled meetings will not be re-scheduled unless the Chair determines that there is an item on the agenda that requires a decision by TSAAC before the next regular meeting.

9. Role of the Chair

9.1 The Chair establishes meeting agendas (with the assistance of the Committee Secretary), calls to order and conducts meetings, monitors the committee budget and is the TSAAC spokesperson to City Council and municipal staff.

9.2 The Chair is entitled to vote on any motion.

9.3 The Vice-Chair assumes the responsibilities of the Chair in his/her absence.

10. Roles and Responsibilities of TSAAC

10.1 Prescribed

The Roles and Responsibilities of TSAAC shall be in accordance with Section 12 of the ODA as follows:

➤ Duty of committee:

(2) The committee shall advise the council in each year about the preparation, implementation and effectiveness of its accessibility plan. 2001, c.32, s12(2).

➤ Functions:

(5) The committee shall,

- a) perform the functions set out in this section, including reviewing in a *timely manner* the site plans and drawings described in section 41 of the Planning Act that the committee selects; and
- b) perform all other functions that are specified in the regulations. 2001, c.32, s. 12(5)

➤ Duty of council:

(4) The council shall seek advice from the committee on the accessibility for persons with disabilities to a building, structure or premises, or part of a building, structure or premises;

- a) that the council purchases, constructs or significantly renovates;
- b) for which the council enters into a new lease; or
- c) that a person provides as municipal capital facilities under an agreement entered into with the council in accordance with section 110 of the Municipal Act, 2001 or section 252 of the City of Toronto Act, 2006, as the case may be. 2001, c. 32 s. 12(4); 2002, c. 17, Sched. C, s 18(2); 2006, c. 32, Sched. C, s. 41. ;

➤ Supplying site plans

(6) If the committee selects site plans and drawings described in section 41 of the Planning Act to review, the council shall supply them to the committee in a timely manner for the purpose of the review. 2001, c.32, s.12(6).

10.2 Municipal Buildings and Facilities

Advice to Council on accessibility for persons with disabilities to municipally owned or leased buildings, structures or premises.

- 1) Where Council seeks advice of the Committee in accordance with the Duty of Council prescribed by Section 12(4) of the ODA, described above, TSAAC shall in a *timely manner*, provide-such advice.

10.3 Review of Applications for Site Plan Control Agreements

To facilitate the mandate of TSAAC, the Director of Community Growth and Planning shall forward all applications for Site Plan Control Agreements to TSAAC through the Committee Secretary.

- 1) If TSAAC selects site plans and drawings to review, TSAAC shall, in a *timely manner*,:
 - a) Provide comments on the application to the Director of Community Growth and Planning through a resolution of TSAAC; or
 - b) Advise the Director of Community Growth and Planning in writing that TSAAC will not be providing comments on the application.
- 2) Pursuant to Section 41 of the Planning Act, R.S.O. 1990, c.P.13 and Section 12(5) of the ODA, TSAAC shall review site plans and drawings with respect to facilities designed to have regard

for accessibility for persons with disabilities, including but not limited to:

- Driveway entrance and exit, traffic flow on the property
 - Pedestrian access from the municipal roadway or sidewalk
 - Location of accessible parking spaces
 - Pedestrian walkways, curbs, and ramps from accessible parking spaces to main door; and from City sidewalk to main door, including width, slope, and surfacing
 - Type and location of door openers
 - Lighting for accessible walkways and parking spaces
 - Snow storage, stormwater flow and above ground stormwater infrastructure
 - Signage for accessible parking spaces and walkways
- 3) TSAAC will endeavour to review and make recommendations on Site Plan Control Applications at a regular meeting of TSAAC, or call a special meeting, in order to comment in a timely manner. However, if TSAAC is not able to arrange a meeting with a quorum, the Chair shall advise the Committee Secretary and the members can communicate their recommendations by telephone or email to the Committee Secretary, who will forward their recommendations to the Director of Community Growth and Planning.
- 4) If TSAAC fails to provide comments in a timely manner, on an application related to Site Plan Control which was referred to TSAAC, or the Chairperson fails to advise that TSAAC will not be providing comment in a timely manner, on an application that was forwarded to TSAAC the requirements of Sec. 12(5) of the ODA are deemed to have been complied with and no further comments from TSAAC will be considered.

10.4 Elective

Where Council has elected to refer a matter to TSAAC for advice, such matter shall be accommodated on the earliest available TSAAC agenda and TSAAC shall provide such advice in a *timely manner* or longer comment period as requested by Council.

The Corporation of the City of Temiskaming Shores

By-law No. 2014-055

**Being a by-law to amend By-law No. 2009-077, as amended
a by-law to adopt Terms of Reference for the Temiskaming
Shores Accessibility Advisory Committee (TSAAC)**

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 Council passed By-law No. 2009-077 on June 16, 2009 adopting Terms of Reference for the Temiskaming Shores Accessibility Advisory Committee;

And whereas Council considered Administrative Report CGP-009-2015 at the March 17, 2015 Regular meeting of Council and directed staff to prepare the necessary by-law to amend By-law No. 2009-077, as amended for consideration at the April 7, 2015 Regular meeting of Council.

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

1. That By-law No. 2009-077, as amended be further amended as follows:

Article 7.2 of Schedule "A" be replaced with the following:

7.2 At the first meeting of each calendar year, TSAAC shall elect a Chair and a Vice-Chair to serve the Council term. The Chair and Vice-Chair shall be non-elected officials on the committee.

Article 8.1 of Schedule "A" be replaced with the following:

8.1 Quorum shall be three (3) of the members of TSAAC that are not Councillors. Each member shall confirm their attendance with the Committee Secretary before noon on the day before the meeting in order that the Committee Secretary can determine if there will be quorum. If there is no quorum, the Committee Secretary will notify all members that the meeting is cancelled.

Article 8.4 of Schedule "A" be replaced with the following:

8.4 The Agenda shall be circulated to members of the Committee at least four (4) days prior to the regularly scheduled meeting.

Article 8.10 of Schedule "A" be replaced with the following:

8.10 Minutes of all meetings will be recorded and will be amended as necessary and adopted at the following meeting. Draft minutes shall be provided to Council for their information. Adopted minutes shall be made available to the public at City Hall and posted on the Accessibility Page on the City's website.

Article 8.13 to be added and read as follows:

8.13 Cancelled meetings will not be re-scheduled unless the Chair determines that there is an item on the agenda that requires a decision by TSAAC before the next regular meeting.

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.

Read a first, second and third time and finally passed this 7th day of April, 2015.

Mayor – Carman Kidd

Clerk – David B. Treen

Subject: Site Plan Control Agreement - Dymond Industrial Park - Propane Facility

Agenda Date: March 17, 2015

Report No.: CGP-010-2015

Attachments

Appendix 01: Draft by-law for Site Plan Agreement

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CGP-010-2015;
2. That Council directs staff to prepare the necessary by-law to enter into a Site Plan Control Agreement with 2419753 Ontario Inc. and 2419753 Ontario Inc. for the property at 744055 Brazeau Boulevard for consideration at the March 17, 2015 Regular Council meeting.

Background

2419713 Ontario Inc. and 2419753 Ontario Inc. purchased the property at 744055 Brazeau Boulevard (Parts 5 to 8 on Plan 54R-3480, in the northern portion of the Dymond Industrial Park) from the City in 2014.

The proposal is for the development of a propane facility on the property. The propane facility will include a cylinder filling station and also facilities for the rehabilitation of cylinders for re-use. Rehabilitation of cylinders includes removing the remaining propane, re-valving and repainting.

The property is designated Industrial in the Township of Dymond Official Plan and is Zoned Manufacturing Industrial (M2) in the Township of Dymond Zoning By-law 984. The proposed use of the property would be considered as a bulk sales establishment and an industrial use in accordance with the Township of Dymond Zoning By-law and By-law 2014-164 (amending the permitted uses in the M2 zone).

Members of the City of Temiskaming Shores Accessibility Advisory Committee (TSAAC) were provided with electronic copies of the draft site plans and met to review the plans with staff on February 18, 2015. It was noted that the class of occupancy of the proposed development does not require the inclusion of facilities for persons with disabilities. The applicant has provided some accessibility considerations on their site plan submission, including an accessible parking space in proximity to the main building entrance, and push-button door openers on the main building entrance. The following resolution was passed:

Moved By: George Depencier

Seconded By: Carman Kidd

Be it resolved that:

TSAAC commends the applicant for considering accessibility in the construction of their propane facility and including accessible design features in their site plan.

Analysis

The property is made up of two lots on a registered plan which are held in separate ownership. It is the applicant’s preference to hold the lots in separate ownership, so the site plan as submitted meets the zoning requirements in terms of setbacks, etc. for both individual lots. The agreement will be registered on title to both lots and therefore binds the development of both lots.

Based on estimates provided by the applicant, the owner will be required to post security in the amount of \$16,700.00. The security ensures that the on-site and off-site works are completed in accordance with the approved Site Plans and the agreement.

Staff recommends that Council adopt a by-law to enter into a Site Plan Agreement with 2419713 Ontario Inc. and 2419753 Ontario Inc. The agreement will be registered on title for both lots at the owner’s expense.

Financial / Staffing Implications

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

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

Staffing implications related to this matter are limited to normal administrative functions and duties.

Alternatives

No alternatives were considered.

Submission

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

| | | |
|----------------------|----------------------|----------------------|
| “Original signed by” | “Original signed by” | “Original signed by” |
|----------------------|----------------------|----------------------|

| | | |
|----------------------------------|--|--|
| _____ Jennifer Pye Planner | _____ Karen Beauchamp, MCIP, RPP, CMO Director of Community Growth and Planning | _____ Christopher W. Oslund City Manager |
|----------------------------------|--|--|

The Corporation of the City of Temiskaming Shores

By-law No. 2015-000

**Being a by-law to authorize the execution of a
Site Plan Agreement with 2419713 Ontario Inc. and
2419753 Ontario Inc. for 744055 Brazeau Boulevard
Roll Nos. 54-18-020-001-027.19 and 5418-020-001-027.18**

Whereas Section 41 of the Planning Act, R.S.O. 1990 c.P.13, as amended, enables the Municipality to establish a Site Plan Control Area;

And whereas the Council of the Corporation of the City of Temiskaming Shores passed By-law No. 2014-133 designating certain areas within the Township of Dymond as Site Plan Control Areas;

And whereas Council considered Administrative Report No. CGP-010-2015 at the March 17, 2015 Regular Council meeting and directed staff to prepare the necessary by-law to enter into a Site Plan Control Agreement with 2419713 Ontario Inc. and 2419753 Ontario Inc. (Mike DeSilva) for 744055 Brazeau Boulevard;

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

1. The Mayor and Clerk are hereby authorized to enter into a Site Plan Control Agreement with 2419713 Ontario Inc. and 2419753 Ontario Inc for 744055 Brazeau Boulevard, a copy of which is attached hereto as Schedule "A" and forming part of this by-law; and
2. That a Notice of Agreement be registered at the Land Titles Office in Haileybury to register Schedule "A" to this by-law; and
3. That this by-law takes effect on the day of its final passing; and
4. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

Read a first, second and third time and finally passed this 17th day of March, 2015.

Mayor – Carman Kidd



Schedule "A" to

By-law No. 2015-000

Site Plan Control Agreement

between

The Corporation of the City of Temiskaming Shores

and

2419713 Ontario Inc. and 2419753 Ontario Inc.

Roll Numbers

54-18-020-001-027.19 and 54-18-020-001-27.18

Site Plan Control Agreement
(Dymond Industrial Park Propane Facility)

This agreement, made in triplicate, this 17th day of March, 2015.

Between:

The Corporation of the City of Temiskaming Shores

325 Farr Drive
P.O. Box 2050
Haileybury, Ontario
P0J 1K0

(hereinafter called the “**City**”)

And:

2419713 Ontario Inc. and 2419753 Ontario Inc.

P.O. Box 160
North Cobalt, Ontario
P0J 1R0

(hereinafter called the “**Owner**”)

Whereas the Owner purchased the lands described as 744055 Brazeau Boulevard (Dymond Concession 1 North Part of Lot 6; Plan 54R-348 Parts 5, 6, 7, and 8) from the City on May 30, 2014 (the “**Lands**”);

And Whereas the City has enacted Site Plan Control Area By-law No. 2013-143 pursuant to the provisions of Section 41 of the *Planning Act*, R.S.O. 1990, c. P.13, as amended (the “**Act**”);

And Whereas the City has adopted By-law No. 2009-054 being a By-law to adopt a policy with respect to Site Plan Control Assurances;

And Whereas by an application dated on or about February 15, 2015, the Owner applied to the City for site plan approval in respect of its development described in Schedule “A”;

Now Therefore in consideration of the mutual covenants contained herein, the parties covenant and agree as follows:

Conditions for Site Plan Control Agreement

This Agreement shall apply to the Lands, and to the development and redevelopment of the Lands.

The Owner covenants and agrees:

1. That no development or redevelopment will proceed on the Lands except in accordance with the Plans approved by the City pursuant to Section 41 of the Planning Act R.S.O.

- 1990, c.P.13, and more specifically identified in Appendix 1 to 2 inclusive attached hereto (collectively, the “**Plans**”);
2. That the proposed buildings, structures and other works shown on the Plans with respect to the Lands shall be completed in conformity with the Plans;
 3. To carry out all works in such a manner as to prevent erosion of earth, debris and other material from being washed or carried in any manner onto any road or road allowance whether opened or unopened or onto the property of any other person or persons;
 4. To provide and construct all stormwater management works and drainage of the Lands to the satisfaction of the City as shown on the Plans; and further agrees to maintain same to the satisfaction of the City;
 5. To construct an entrance/exit in the locations as shown on the Plans to the satisfaction of and according to the specifications of the City;
 6. To provide such pavement markings, sidewalks, paving, curb cuts, and to landscape the Lands as shown on the Plans and further agrees to maintain same to the satisfaction of the City;
 7. That prior to the work commencing, arrangements for the necessary permits and approvals must be made with the City’s Public Works Department and Building Department;
 8. That all required work in respect to water and sanitary sewer must be carried out in accordance with City specifications at the expense of the Owner;
 9. That the Owner’s engineer shall conduct testing of water and sanitary sewer and confirm in writing to the Director of Public Works that testing has been completed to the satisfaction of the City;
 10. That upon completion of installation and construction of all of the services, works and facilities, the Owner shall supply the City with a certificate from the Owner’s engineer verifying that the services, works and facilities were installed and constructed in accordance with the approved plans and specifications.
 11. That all entrances, exits and fire routes within the parking areas shall, at all times, be kept clean and clear of snow or debris to the satisfaction of the City, failing which the City shall have the right to enter upon the parking areas, undertake the clearing and removal of snow or debris on all entrances, exits and fire routes and recover from the Owner all costs, by action or in like manner as municipal taxes (post project completion) as provided as taxes that are overdue and payable.
 12. That all conditions as set out in this agreement and as shown on the Plans inclusive, shall be completed within two years of the issuance of any building permit. All work shown on the Plans that is legislated by Ontario Building Code shall be completed prior to the issuance of an Occupancy Permit.

13. That prior to receiving a building permit, the Owner will deposit with the City, the sum of \$16,700.00 in Canadian Dollars by way of a certified cheque, cash or an irrevocable Letter of Credit to ensure the satisfactory performance of all work to be done on the subject lands, and \$0.00 to ensure the satisfactory performance of all work to be done on City-owned lands, to ensure fulfilment of all terms and conditions of this Agreement.
 - (a) The Letter of Credit must be arranged such that draws may be made by the City, if necessary, in accordance with the terms and conditions of this Agreement.
 - (b) Upon completion of all works and services required by this Agreement to the satisfaction of the City, the City shall return any deposit to the then owner of the property.
 - (c) Should the owner fail to comply with the terms and conditions of this agreement the City may undertake the required work. Should the owner fail to pay the City forthwith upon demand, the City shall apply all or such portion of the deposit as may be required towards the cost.
 - (i) Should the cost exceed the amount of the deposit, the balance shall be added to the Collector’s Tax Roll and collected in a like manner as taxes.
14. That the Owner will indemnify the City and each of its officers, servants, and agents from all loss, damages, costs, expenses, claims, demands, actions, suits or other proceedings of every nature and kind arising from or in consequence of the execution, non-execution or imperfect execution of any of the work hereinbefore mentioned to be performed by the Owner or its contractors, officers, servants or agents or of the supply or non-supply of material therefore to be supplied by the Owner or its contractors, officers, servants or agents, whether such loss, damages, costs, expenses, claims, demands, actions, suits or other proceedings arising by reason of negligence or without negligence on the part of the Owner or its contractors, officers, servants or agents, or whether such loss, damages, costs, expenses, claims, demands, actions, suits or other proceedings are occasioned to or made or brought against the Owner or its contractors, officers, servants, or agents or the City, its officers, servants, or agents.
15. That the Owner shall not hold the City responsible for any and all costs related to the provision of revised site plans.
16. That the Owner consents to the registration of this Agreement against the Lands by way of “Notice of Agreement” and understands that the said Notice of Agreement shall remain on title to the Lands in perpetuity or until mutual consent of the Owner and the City to remove the Notice of Agreement from title.
17. That the Owner understands and agrees that it shall be responsible for all fees incurred in the registration of this Agreement against the title to the Lands and for all registration fees incurred in the registration of any subsequent amendment or deletion of the Agreement from title and for any approvals or consents required to register this Agreement.

- 18. The Owner shall arrange for and shall be responsible for all fees incurred in the registration of postponements of all debentures, charges, mortgages, or other similar documents registered prior to the registration of this Agreement.
- 19. That the Owner understands and agrees that any modifications to the site, additional structures, building additions and/or new buildings on the Lands shall require an amendment to this Agreement, if deemed by the City to be of a magnitude to warrant such an amendment.
- 20. The following Appendices are attached to this agreement:
 - Appendix 1 – Corner Gas-Dymond, ON Site Drawing No. BNS-CGS-S-01-1R19 Revision 20 (03/10/15) prepared by Jeff Collinson;
 - Appendix 2 – Stormwater Management Report sealed by Lad Shaba, P. Eng of Shaba Engineering and Testing Services Ltd. and dated October 7, 2013 Issued for Approval October 7, 2013.

This Agreement shall be binding upon the parties hereto and their respective successors and assigns.

In Witness Whereof the parties hereto have hereunto placed their respective hands and seals to these presents.

Signed, Sealed, and Delivered in the presence of:

| | | |
|-----------------|---|-----------------------------------|
| |) | 2419713 Ontario Inc. and |
| |) | 2419753 Ontario Inc. |
| Corporate Seal |) | |
| (if applicable) |) | _____ |
| |) | Owner - Mike DaSilva |
| |) | |
| |) | |
| |) | _____ |
| |) | Witness |
| |) | Name: _____ |
| |) | |
| |) | Corporation of the City of |
| |) | Temiskaming Shores |
| Corporate Seal |) | |
| |) | _____ |
| |) | Mayor – Carman Kidd |
| |) | |
| |) | |
| |) | _____ |
| |) | Clerk – David B. Treen |
| |) | |

And whereas, “a house or dwelling that is designed and constructed to reflect the principles of universal design will be safer and more accommodating to the diverse range of ages and abilities of people who live in and visit these home (CMHC Accessible Housing by Design)

And whereas, a ramp or a lift can be used to overcome changes in level on the outside of a home as an alternative to using stairs;

And whereas, residents would benefit by the City having policies in place that support the installation of ramps and lifts, and expedite approvals processes;

Now therefore be it resolved that: TSAAC recommends to Council that the following policies be put in place:

1. Comprehensive amendments to the Dymond, New Liskeard and Haileybury Zoning By-laws to permit an accessible ramp and lift to be constructed or installed on a lot with zero setback requirements, and consider accessible ramps and lifts as structures that are not subject to lot coverage calculations.
2. Delegate authority to the City Manager to enter into an encroachment agreement with a property owner for an accessible ramp and lift that may encroach onto City owned property.
3. Amend the Building By-law to include a class of permit for an accessible ramp and lift and establish a flat rate fee of \$50 per building permit which is refundable following final inspection of the construction or installation.
4. Amend the Building By-law to include a class of permit for other accessible upgrades to a home such as a bathroom at a flat rate fee of \$50 per building permit which is refundable following final inspection of the construction.

On December 16, 2014, Council considered Memo No. 030-2014-CGP regarding accessible home renovations, and passed Resolution No. 2015-013 to acknowledge TSAAC’s recommendations and direct staff to initiate the processes required to implement these recommendations.

On March 3, 2015, Council passed By-law No. 2015-051 to amend Town of New Liskeard Zoning Bylaw, By-law No. 2015-052 to amend Township of Dymond Zoning By-law and By-law No. 2015-053 to amend Town of Haileybury Zoning By-law. The By-laws will come into effect at the end of the prescribed 20 day appeal period.

Analysis:

With respect to TSAAC’s recommendations No. 3 and 4 above, staff proposes the following amendments to Building By-law No. 2013-052:

1. Part 2 – Definitions, Add Section 2.1 and re-number the paragraphs that follow:
 - 2.1 “**Accessibility Upgrade**” means renovations undertaken to make a single detached house, semi-detached house, townhouse or row house which contain

not more than two dwelling units in each house accessible for persons living with disabilities.

2. Part 8 – Section 8 Fees, Add Section 8.3 and re-number the paragraphs that follow:

8.3 Fees – Accessibility Upgrade

The fees payable in respect of an application for a construction or demolition *permit* for an accessibility upgrade are based on a flat rate as set out in Appendix “1” Classes of Permits and Permit Fees.

3. Part 8 – Section 8.5 Refunds, Add (a) first paragraph and add:

(b) In the case of an *Accessibility Upgrade*, the amount of the paid *permit* fee shall be refunded to the *applicant* following final inspection of the construction.

4. Appendix “1” to Schedule “A” of By-law No. 2013-052 respecting Classes of Permits and Permit Fees, Add row 12 as follows:

| Row Number | Class of permit or fee | Fee Payable – 2013 | Fee Payable – January 1 2014 | Fee payable – January 1, 2015 |
|------------|---|--------------------|------------------------------|---|
| 12 | A Building Permit for an Accessible Upgrade | Not applicable | Not applicable | \$50 per application (effective date: May 15, 2015) |

A copy of the Building By-Law No. 2013-052 with the changes proposed above is attached as Appendix 01.

Council is required to give notice to the public of proposed Building Permit Application Fee changes in accordance with Section 1.9 of the Building Code Act and Section 8.7 of the Building By-law No. 2013-052. Once Council gives 1st and 2nd reading to the By-law, staff will give notice of a public meeting to be scheduled for April 21, 2015 at the Regular Meeting of Council. Notice will be published in the Community Bulletin section of the Temiskaming Speaker and Weekender, posted the City’s facebook page and website, and emailed to contractors and designers who are on the Chief Building Official’s contact list.

Staff will provide public comments to Council in a Supplementary Administrative Report on May 5, 2015 with a recommendation for Council to give third and final reading to the By-law. Staff propose that the new fees will take effect on May 15, 2015. Following adoption of the Building By-law No. 2013-052 amendments, staff recommends that Council amend the Fee By-law No. 2012-039 to include the new building permit application fee for accessibility upgrades.

Alternatives

No alternatives were considered.

Financial / Staffing Implications

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

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

The 2015 cost for a building permit is \$8.45 per \$1000 or portion thereof of the cost of valuation of construction or a minimum of \$84.50 (based on \$10,000 value of construction). A flat rate fee of \$50 that is refundable may reduce building permit revenues for accessible upgrades in the future.

Staffing implications related to this matter are limited to normal administrative functions and duties.

Submission

Prepared by:

Reviewed and submitted for
Council's consideration by:

“Original signed by”

“Original signed by”

Karen Beauchamp, MCIP, RPP, CMO
Director of Community Growth
and Planning

Christopher W. Oslund
City Manager

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES
BY-LAW NO. 2013-052
BEING A BY-LAW TO REGULATE CONSTRUCTION, DEMOLITION, CHANGE OF
USE, INSPECTIONS, PERMITS AND ASSOCIATED FEES
AND TO REPEAL BY-LAW 2005-066

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

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

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

AND WHEREAS under Section 10.(2) 6 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, provides that a municipality may pass by-laws with respect to matters of health, safety and well-being of persons;

AND WHEREAS Section 7.(1) of *the Building Code Act, 1992, S.O. 1992, Chapter 23*, as amended provides that a *Council* may pass by-laws and make regulations, applicable to the matters for which and in the area in which the municipality has jurisdiction for the enforcement of this Act;

- (a) prescribing classes of permits under this Act, including permits in respect of any stage of construction or demolition;
- (b) providing for applications for permits and requiring the applications to be accompanied by such plans, specifications, documents and other information as is prescribed,
- (c) requiring the payment of fees on applications for and issuance of permits and prescribing the amounts thereof;
- (c.1) requiring the payment of interest and other penalties, including payment of collection costs, when fees are unpaid or are paid after due date;
- (d) providing for refunds of fees under such circumstances as are prescribed;
- (e) requiring a person specified in the building code to give notice to the chief building official or an inspector, of any of the stages of construction specified in the building code, in addition to the stages of construction prescribed under subsection 10.2(1) and prescribing the period of time after such notice is given during which an inspection may be carried out;

- (f) prescribing forms respecting permits and applications for permits and providing for their use;
- (g) enabling the chief building official to require that a set of plans of a building or any class of buildings as constructed be filed with the chief building official on completion of the construction under such conditions as may be prescribed in the building code;
- (h) providing for the transfer of permits when land changes ownership;
- (i) requiring the person to whom a permit is issued to erect and maintain fences to enclose the site of the construction or demolition within such areas of the municipality as may be prescribed;
- (j) prescribing the height and description of the fences required under clause (i).

AND WHEREAS Section 7.(8.1) of *the Building Code Act, 1992, S.O. 1992, Chapter 23*, as amended provides that Section 398 of the Municipal Act, 2001, S.O. 2001, c. 25 applies, with necessary modifications, to fees established by a municipality under clause 7.(1)(c) of *the Building Code Act*;

AND WHEREAS Section 398.(1) of the Municipal Act, 2001, S.O. 2001, c. 25, as amended provides that fees and charges imposed by a municipality on a person constitute a debt of the person to the municipality;

AND WHEREAS Section 398.(2) of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, the treasurer of a municipality may add fees and charges imposed by the municipality to the tax roll for the following property in the municipality and collect them in the same manner as municipal taxes:

1. In the case of fees and charges for the supply of a public utility, the property to which the public utility was supplied.
2. In all other cases, any property for which all of the owners are responsible for paying the fees and charges.

AND WHEREAS The Corporation of the City of Temiskaming Shores deems it desirable to repeal By-law No. 2005-066 and enact a new building by-law with respect to the construction, demolition and change of use, permits, inspections, and associated fees;

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

1. That the Council of the City of Temiskaming Shores hereby adopts the "*Building By-law*", hereto attached as Schedule "A" and forming part of this by-law.
2. That this by-law shall come into force and take effect on June 1, 2013.

3. That By-law No 2005-066 being a by-law respecting construction, demolition, change of use permits, inspections, and amendments thereto, is hereby repealed.
4. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantical or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law where such modifications or corrections do not alter the intent of the by-law.

Read a FIRST and SECOND TIME this 16th day of April, 2013.

MAYOR

CLERK

Read a THIRD TIME and FINALLY PASSED this 21st day of May, 2013.

MAYOR

CLERK

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES

SCHEDULE "A"
TO BY-LAW NO. 2013-052

BEING A BUILDING BY-LAW TO REGULATE CONSTRUCTION, DEMOLITION,
CHANGE OF USE, INSPECTIONS, PERMITS AND ASSOCIATED FEES.

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**PART 1
GENERAL PROVISIONS**

SECTION

1.1 Short Title

This By-law shall be cited as the “Building By-law”.

1.2 Scope

The provisions of this by-law shall apply to all *property* within the geographic limits of the City of Temiskaming Shores, except where otherwise provided.

1.3 Enforcement

This By-law shall be enforced by the *Chief Building Official* or an *Inspector*.

1.4 Administration

The *Chief Building Official* is responsible for the administration of this by-law.

1.5 Conflicts with other by-law

Where a provision of this By-law conflicts with a provision of another by-law in force in the City of Temiskaming Shores, the provisions that establishes the higher standard in terms of protecting the health, safety and welfare of the general public and the environmental well-being of the municipality, shall prevails to the extent of the conflict.

**PART 2
DEFINITIONS**

Definitions of words, phrases and terms used in this By-law that are not included in the list of definitions in this section shall have the meanings which are commonly assigned to them in the context in which they are used in this by-law.

The words, phrases and terms defined in this section have the following meaning for the purposes of this by-law.

SECTION

2.1 “Accessibility Upgrade” means renovations undertaken to make a single detached dwelling, duplex, semi-detached dwelling or townhouse with up to 2 dwelling units, accessible for persons living with disabilities.

2.21 “Act” or “BCA” means the Building Code Act, 1992, S.O. 1992, Chapter 23 as amended.

2.32 “Applicant” means the owner of a building or property who applies for a permit or the person authorized by the owner to apply for a permit on the owner’s behalf

2.43 “Architect” means a holder of a license, a certificate of practice, or a temporary license under the Architect’s Act as defined in the OBC.

2.54 “As Constructed Plans” means as constructed plans as defined in the OBC.

2.65 “Brownfield” means a property or land that is potentially contaminated due to historical industrial or commercial land use practices and is underutilized,

derelict or vacant and is governed by Section 168.3.1. of the Environmental Protection Act, R.S.O. 1990, CHAPTER E.19 as amended.

- 2.76** “**Building**” means a building as defined in Section 1(1) of the *Act*.
- 2.87** “**Chief Building Official**” means a Chief Building Official appointed by by-law of The Corporation of the City of Temiskaming Shores for the purposes of enforcement of the *Act*.
- 2.98** “**Construct**” means construct as defined in Section 1.(1) of the *Act*.
- 2.109** “**Corporation**” means The Corporation of City of Temiskaming Shores.
- 2.110** “**Demolish**” means demolish as defined in Section 1.(1) of the *Act*.
- 2.124** “**Farm Building**” means a farm building as defined in the *OBC*.
- 2.132** “**Inspector**” means a Building Inspector appointed by the by-law of The Corporation of the City of Temiskaming Shores for the purposes of enforcement of the *Act*.
- 2.143** “**Ontario Building Code**” or “**OBC**” means the regulations made under Section 34 of the *Act* as amended.
- 2.154** “**Prescribed Form**” means the applicable Provincial or Municipal Prescribed form(s) as set out in Appendix “4”.
- 2.165** “**Permit**” means written permission or written authorization from the *Chief Building Official* to perform construction or demolition regulated by this by-law and the *Act*, or to change the use of a building or part of a building or parts thereof as regulated by the *Act*.
- 2.176** “**Plumbing**” means plumbing as defined in Section 1(1) of the *Act*.
- 2.187** “**Professional Engineer**” means a person who holds a license or a temporary license under the Professional Engineer’s Act, as defined in the *OBC*.
- 2.198** “**Residential Construction site**” means any construction site in respect of which a building permit has been issued for the construction of a new building consisting of a single dwelling unit; except where the site is within a registered plan of subdivision which is being developed for the first time.
- 2.2019** “**Seasonal Recreational Use**” means seasonal recreational use as defined in the City of Temiskaming Shores Zoning By-laws.
- 2.210** “**Sewage System**” means a sewage system as defined in the Building *OBC*.
- 2.224** “**Sewage Works**” means a sewage works as defined in the Ontario Water Resources Act.
- 2.232** “**Surveyor’s Real Property Report (SRPR)**” means a legal document that clearly illustrates the location of all visible public and private improvements relative to property boundaries.

PART 3
CLASSES OF PERMITS

Classes of *permits* with respect to the construction, demolition and change of use of *buildings* and *permit* fees shall be as set out in Appendix "1" to this Schedule.

SECTION

Building Permit

- 3.1** No person shall *construct* or cause to be constructed a *building* within the boundaries of the *Corporation* unless a *building permit* has been issued by the *Chief Building Official* or his/her designate.

A *building permit* is required for all types of construction governed by the *OBC*, including renovation (Part 11), plumbing (Part 7) and *farm buildings* that are not covered under a separate class of *permit*.

Demolition Permit

- 3.2** No person shall demolish or cause to be demolished a *building* within the boundaries of the *Corporation* unless a *permit* has been issued by the *Chief Building Official* or his/her designate.

This *permit* governs both the type and method of demolition under the *OBC*.

Partial Permit

- 3.3** When, in order to expedite *construction*, approval of a portion of the *building* or project is desired prior to the issuance of a permit for the complete *building* or project, application shall be made and fees paid for the complete project. Complete plans and specification covering the portion of the *construction* for which immediate approval is desired shall be filed with the *Chief Building Official*.

Where a *permit* is issued for part of a building or project, this shall not be construed to authorize construction beyond the plans for which approval was given nor, that approval will necessarily be granted for the entire building or project.

Conditional Permit

- 3.4** A conditional *permit* may be issued although all requirements of Subsection 8(2) have not been met provided the requirements of Clauses 8. (3).(a), (b) and (c) of the *BCA* have been complied with prior to the issuance of a conditional *permit*.

Change of Use Permit

- 3.5** No person shall change the use of a *building* or part of a *building* or cause a change of use of a *building* or part of a *building*, which would result in an increase in hazard as determined under the *OBC*, without a *permit*.

PART 4

ADMINISTRATIVE PROCEDURES RELATING TO PERMITS

SECTION

Revisions to Permit (required in writing)

4.1

After the issuance of a *permit* under the *BCA*, notice of any material change to a plan, specification, document or other information on the basis of which the *permit* was issued, must be given in writing, to the *Chief Building Official* together with the details of such change. This submission shall not be construed as authorization to proceed with the changes without the *Chief Building Official's* written authorization and the appropriate fees paid.

PART 5

REQUIREMENTS FOR APPLICATION

SECTION

General Requirements to Obtaining a Permit

5.1

To obtain a *permit*, the owner or an agent authorized in writing by the owner, shall file an application in writing by completing a prescribed form appropriate for the *permit* required, as listed in Appendix "4", available at the offices of the municipality or on our website at www.temiskamingshores.ca. The form shall be submitted to the *Chief Building Official* and include the following information,

- 1) identify and describe in detail the construction or demolition, to be covered by this *permit* for which the application is made,
- 2) identify and describe in detail the existing use(s) and the proposed use(s) for which the *building* is intended,
- 3) include the legal description, the municipal address and where appropriate, the unit number of the land on which the work is to be done;
- 4) be accompanied with all of the required and completed Schedules (where applicable),
- 5) be accompanied by the completed "Listing of Applicable Law" form in accordance with Appendix "4" and all documentation to support compliance with the applicable law,
- 6) be accompanied by the required fees as calculated in accordance with Appendix "1" to this By-law,
- 7) state the name, current address and telephone number of the owner, and where the owner is not the *applicant*, the authorized agent shall also provide his/her name, current address and telephone number,
- 8) when Division "C", Subsection 1.2.2. of the *OBC* applies, be accompanied by a "General Review Commitment" form completed and signed by the "owner", *architect* and any of the *professional engineer(s)* undertaking to provide the plans and specifications of the construction,
- 9) include where applicable, the *applicant's* registration number where an applicant is a builder or vendor as defined in the "Ontario New Home Warranties Plan Act, R.S.O 1990, CHAPTER O.31, and
- 10) be signed by the owner or authorized agent who shall certify as to the

truth of the contents of the application.

5.2 Building, Conditional and Demolition Permits

5.2.1 Where application is made for a construction *permit* under subsection 8(1) of the *BCA*, in addition to the General Requirements to obtaining a *permit* the application shall:

- (a) include two (2) complete sets of plans and specifications, documents and other information as required by Division “C”, Sentence 1.3.1.3.(5) of the *OBC* and as described in this by-law for work to be covered by the *permit*; and
- (b) include such information as described in this by-law to establish that the work covered by the *permit* will not be in contravention of the *BCA*, the *OBC*, this by-law and all other applicable law as defined and listed in Division “A”, Article 1.4.1.3. of the *OBC*.

5.2.2 Where application is made for a demolition *permit* under subsection 8(1) of the *BCA*, in addition to the General Requirements to obtaining a *permit* the application shall:

- (a) include two complete sets plans and specifications, documents and other information as required by Division “C”, Article 1.3.1.3. of the *OBC* and as described in this by-law for the work to be covered by the *permit*;
- (b) when Division “C”, Article 1.2.2.3. of the *OBC* applies, be accompanied by a signed “Commitment to General Review” by a *Professional Engineer* on the form prescribed in Schedule “4” of this By-law; and
- (c) include such information as described in this by-law to establish that the work covered by the *permit* will not be in contravention of the *BCA*, the *OBC*, this by-law and all other applicable law as defined and listed in Division “A”, Article 1.4.1.3. of the *OBC*.

5.2.3 Where application is made for a conditional *permit* under subsection 8(3) of the *Act*, in addition to the General Requirements to obtaining a *permit* the application shall:

- (a) include two (2) complete sets of plans and specifications, documents and other information as required by Division “C”, Sentence 1.3.1.3.(5) of the *OBC* and as described in this by-law for the construction to covered by the *permit*;
- (b) state the reason why the applicant believes that unreasonable delays in construction would occur if a conditional *permit* is not granted; and
- (c) state the necessary approvals which must be obtained in respect of the proposed *building* and the time in which such approvals will be obtained;
- (d) state the time in which plans and specifications of the complete *building* be filed with the *Chief Building Official*; and
- (e) require that the owner and such other interested persons, as the *Chief Building Official* determines, to enter into an agreement with the Municipality prior to the issuance of a *permit*.

Change of Use Permits

5.3 Every application for a change of use *permit* issued under subsection 10(1) of the *BCA* shall be submitted to the *Chief Building Official*, in addition to the General Requirements to obtaining a *permit* the application shall:

- (a) describe the *building* in which the occupancy is to be changed, by a description that will readily identify and locate the *building*;
- (b) identify and describe in detail the current and proposed occupancies of the *building* or part of a *building* for which the application is made;
- (c) include plans and specification showing the current and proposed occupancy of all parts of the *building*, and which contain sufficient information to establish compliance with the requirements of the *OBC*, including: floor plans; details of wall, ceiling and roof assemblies identifying required fire resistance ratings, load bearing capacities, and details of the any existing “sewage system” or “sewage works”; and
- (d) a change of use *permit* shall not be issued prior to an inspection being conducted by an *inspector*.

Alternative Solutions (as defined in the OBC)

5.4 Where an application for a *permit* or for authorization to make a material change to a plan, specification, document or other information on the basis of which a *permit* may be issued, contains an *alternative solution* for which authorization under Subsection 2.1.1. of Division “C” of the *OBC* is requested, the submissions must be prepared, sealed and signed by a *professional engineer* and/or *architect* with experience in the use of the materials, systems or *building* design to which the submission relates and the following information shall be provided to the *Chief Building Official*:

- (a) identifies applicable objectives, functional statements and acceptable solutions;
- (b) a description of the proposed material, system or *building* design for which an alternative solution is requested;
- (c) the designer shall provide documentation that establishes on the basis of past performance, tests described in Article 2.1.1.2. of Division “C” of the *OBC* or other evaluation that the proposed *alternative solution* will achieve the level of performance required under Article 1.2.1.1. of Division “A” of the *OBC*; and
- (d) be accompanied by a “General Review Commitment” form completed and signed by the “owner” and the designer {*architect* and/or the *professional engineer(s)*} undertaking to provide the plans and specifications of the alternative solution.

Sewage System Permit

5.5 Every application for a *sewage system* permit under section 8(1) of the BCA shall be made to the Temiskaming Health Unit using the provincial application form “Application for a *Permit to Construct or Demolish*”.

Sewage Works Permit

5.6 Every application for a *sewage works* system under the Ontario Water Resources Act shall be made to the Ministry of the Environment in such a manner as prescribed by the authority having jurisdiction.

PART 6

PLANS, SUBMISSIONS AND SPECIFICATIONS

SECTION

Required Information

- 6.1 Sufficient information, such as plans, specifications, documents and other information shall be submitted with each application for a *permit* to enable the *Chief Building Official* to determine whether or not the proposed construction, demolition or change of use will conform to the *BCA*, the *OBC* and any other applicable law as defined by Article 1.4.1.3.of Division “A” of the *OBC*.

Required Submissions

- 6.2 Each application shall, unless otherwise specified by the *Chief Building Official*, be accompanied by two complete sets of the plans and specifications prepared in accordance with generally accepted architectural and engineering practices for construction of the *building* and as required under this by-law.

Required Contents of Plans And Specifications

- 6.3 Plans shall be drawn to scale on paper, cloth or other durable material, shall be legible and, without limiting the generality of the foregoing, shall be dated, shall contain the necessary designer information and signed as required by Clause 3.2.5.1.(1).(c) of Division “C” of the *OBC*. The submission shall include such working drawings as set out in Appendix “2” to this Schedule unless otherwise specified by the *Chief Building Official*.

Depth of Frost Penetration

- 6.4 For the purposes of Division “B”, Table 9.12.2.2 in row 5 column 5 of the *OBC*, the depth of frost penetration shall be at a minimum five (5) feet for foundations containing heated basement or crawl space and six (6) feet for foundations containing no heated space.

Water Supply – Sewage Systems and Sewage Works

- 6.5 If a municipal water supply system is not available, and a private *sewage system* or *sewage works* is provided to service a *building*, a source of water shall be provided that will supply at a minimum, a volume of water equal to the daily design flow rate of the private *sewage system* or *sewage works* that has been approved by the authority having jurisdiction. The source of water shall be available on a continual year round basis.

Class of Sewage Systems

- 6.6 Where plumbing facilities are required by the *OBC* and a municipal *sewage system* is not available, a Class 4 leaching bed system shall be installed to service all classes of *buildings* with the exception of *buildings* designated as *seasonal recreational use*, which may be serviced by a Class 1 *sewage system*, or a Class 4 leaching bed system.

Where plumbing facilities are required to service a tent regulated by the *OBC*, and a municipal *sewage system* is not available, a Class 1 *sewage system* may be provided in accordance with the *OBC*.

Municipal Services

- 6.7 When the proposed construction site is located where municipal services are provided each application shall, unless otherwise specified by the *Chief Building Official*, be accompanied by an “Application for Municipal Services” (Form D-06 of Appendix “4”) of this Schedule, as amended. With this form the *applicant* shall provide a site plan with the location of the proposed municipal water supply, sanitary systems, and storm water systems.

Entrance Permit

- 6.8 Each application shall, unless otherwise specified by the *Chief Building Official*, be accompanied by an Application for an “Application for New or Larger Entrance” (Form D-05 of Appendix “4”) of this Schedule on which is provided a description of the proposed driveway entrance to a municipally maintained roadway, and a site plan depicting the size and proposed location of the entrance in relation to lot lines and existing or proposed *buildings*.

Declaration of Use

- 6.9 Every application for a Construction *Permit*, Conditional *Permit* or a Change of Use *Permit* shall be accompanied with a “Declaration of Use” in which the *applicant* declares that the proposed *building* to which the application relates to will be, and will remain to be used exclusively for the uses as permitted by the *OBC* and Municipal Zoning By-Laws.

The “Declaration of Use” shall be sworn before a Commissioner of Oaths and would have the same force and effect as if made under oath, and by virtue of the Canada Evidence Act. The “Declaration of Use” may be registered against the property at the expense of the owner.

The *chief building official* may waive the requirement of the “Declaration of Use” and or the requirement for registration in association with a *permit* application.

Brownfields – Environmental Protection Act – Reg. 153/04

- 6.10 For the purposes of this Section and Form D-07 of Appendix “4” to this Schedule, a “Change of Property Use” and “Change in Use” does not include reference to a change of zoning of a property under municipal by-laws or to the change of use of a *building* as regulated by the *BCA* or the *OBC*.

For the purposes of this Section and Form D-06 of Appendix “4” to this Schedule, types of “Property Uses” shall have the meanings as defined in the Environmental Protection Act - Reg. 153/04 and does not include reference to property uses under municipal by-laws.

- a) Each application unless otherwise specified by the *chief building official* shall be accompanied by a Form D-06 of Appendix “4” to this Schedule, on which shall be provided: the legal description of the property;
- b) the present use of the property;
- c) all former uses of the property;
- d) the property use proposed for by this application;
- e) each application, unless otherwise specified by the *chief building official* shall be accompanied by copies of such records on file with the Land Registry Office which relate to the present and former property uses; and
- c) each application, unless otherwise specified by the *chief building official* shall be accompanied by a copy of any “Certificate of Property Use” and/or “Record of Site Condition”, and/or any other record relating to the property pursuant to the Environmental Protection Act.

Site Plans

- 6.11 A site plan, which is used to demonstrate compliance with the *Act*, the *OBC* or other applicable law, shall be submitted with each application. The site plan shall be referenced to a current plan of survey certified by a registered Ontario Land Surveyor and shall include such information as:
- a) lot dimensions;

- b) lot area and percentage of lot coverage of the proposed *building* and any other existing or proposed *buildings*;
- c) location and setback of the proposed *buildings* from the property lines,
- d) location and distance of every other adjacent *building* from property lines and the main *building*; and
- e) proposed finished grade elevations at the four corners of the subject property as well as well as the proposed finished grades at the four corners of the proposed *building(s)*.

PART 7

SURVEYOR'S REAL PROPERTY REPORT

SECTION

Surveyor's Real Property Report requirements

- 7.1** A *Surveyor's Real Property Report* (SRPR) shall be submitted prior to the "NOTICE OF COMPLETION READINES FOR OCCUPANCY". The SRPR will generally include:
- (a) a legal description of the property including the municipal address,
 - (b) the dimensions and locations of property boundaries,
 - (c) the location of all *buildings* in relation to property boundaries,
 - (d) finished ground levels or grades at the corners of the *building*;
 - (e) finished ground levels or grades at the corners of the subject property;
 - (f) the location of adjacent properties, roads, lanes, etc.,
 - (g) fire access routes and existing fire hydrant locations,
 - (h) the type and location of any land-related encumbrances or interests on the property title including utility rights-of-way, roadways, neighbour's rights-of-way, etc.
 - (i) it generally includes a written report highlighting the surveyor's opinion of any concerns,
 - (j) a surveyor's certificate indicating that the information represented on the plan is from actual field measurement and title research by himself or staff under his direct supervision, and
 - (k) an SRPR must contain a raised sealed embossment from the signing and responsible surveyor,
- in order to verify that the work conforms with the *BCA*, the *OBC* and other applicable law.

PART 8

PERMIT, INSPECTION, AND MAINTENANCE FEES

SECTION

Fees Payable

- 8.1**
- (a) Fees for a required *permit* shall be as set out in Appendix "1" to this Schedule, and as required by Division "C", Clause 1.3.1.3.(5).(e) of the *OBC* shall be paid upon submission of an application for a *permit*,
 - (b) no *permit* shall be issued until the fees are paid in full,
 - (c) where the application is made for a Conditional *Permit* the fees shall be

- paid for the complete project, and
- (d) where construction is incomplete or deficient and a call-back re-inspection is required to determine compliance, an inspection fee shall be charged to the *applicant* and paid in full prior to the re-inspection being conducted as set out in Appendix “1” to this Schedule.

Fees – Cost of Valuation

- 8.2** (a) The fees payable in respect of an application for a construction or demolition *permit* issued under Subsection 8.(1) and 8.(3) of the *BCA* are based on the cost of valuation of the proposed work,
- (b) the cost of valuation of the proposed work shall mean the total cost of all work regulated by the *permit* including the cost of all plans, material, labour, equipment, overhead, professional and related services, and
- (c) for residential development that is typically undertaken and /or managed by the owner, or in cases where reasonable costing is difficult to determine, the table as set out in Appendix “6” will be used to arrive at the cost of valuation of the proposed work.

Fees – Accessibility Upgrade

- 8.3** The fees payable in respect of an application for a construction or demolition permit for an accessibility upgrade are based on a flat rate as set out in Appendix “1” Classes of Permits and Permit Fees.

Fees – Change of Use Permit

- 8.43** Where fees payable in respect to an application for a change of use *permit* issued under Subsection 10.(1) of the *Act* are based on a floor area, floor area shall mean the total floor space of all storey’s subject to the change of use.

Fees – Cost of Valuation – Dispute

- 8.54** The *Chief Building Official* may place a valuation on the cost of the proposed work for the purposes of establishing the *permit* fee, and where disputed by the *applicant*, the *applicant* shall pay the required fee under protest and, within six months of completion of the project, shall submit an audited statement of the actual costs, and where the audited costs are determined to be less than the valuation, the *Chief Building Official* shall issue a refund.

Refunds

- 8.65** (a) In the case of withdrawal of an application or abandonment of all or a portion of the work or the non-commencement of any project, upon receipt of a written request for a refund, the *Chief Building Official* shall determine the amount of paid *permit* fees that may be refunded to the *applicant*, if any, in accordance with Appendix “3” to this Schedule.
- (b) In the case of an Accessibility Upgrade, the amount of the paid permit fee shall be refunded to the applicant following final inspection of the construction

Dormant File Maintenance Fee

- 8.76** Where a *permit* has been issued and the construction or demolition authorized by the *permit* is, in the opinion of the *chief building official* substantially suspended or discontinued for a period of more than one year,

a dormant file maintenance fee shall be charged to the *applicant* as set out in Appendix “1” of this Schedule.

Changing Permit Fees

8.87

The *Chief Building Official* shall maintain a list of persons and organizations that have requested notification of any public meeting held with respect to a change in fees imposed for applications for *permits*, or the issuance of *permits* under clause 7(c) of the *BCA*. Such notice shall be provided via normal mail to the last known address provided to *Chief Building Official* by the persons or organization requesting notification and shall be provided a minimum of 21 days prior to the date of the public meeting.

PART 9 ANNUAL REPORT

SECTION

Annual Report

- 9.1** The *Chief Building Official* shall prepare an annual report outlining the fees and costs of *OBC* and *BCA* enforcement. The report shall include:
- (a) the total fees collected in the 12 month period, ending no later than three months before the release of the report;
 - (b) the direct costs of administering and enforcing the *BCA* including the review of the applications for *permits* and inspections of *buildings*;
 - (c) the indirect costs of administering and enforcing the *BCA*, including support and overhead costs; and
 - (d) the amount of a reserve fund, if one has been established for any purpose relating to the administration of enforcement of the *BCA*.

PART 10 CODE OF CONDUCT

SECTION

Code of Conduct for Building Officials

- 10.1** In accordance with Clause 7.1 (1) of the *BCA*, a Code of Conduct for the *Chief Building Official* and *Inspectors* shall be as set out in Appendix “5” to this Schedule.

PART 11 NOTICE REQUIREMENTS

SECTION

Prescribed Notices – Required Inspections

- 11.1** The *applicant* shall notify the *chief building official* or an *inspector* at each stage of construction for which notice is required under the *OBC* Division C Sentence 1.3.5.1.(2) and/or as itemized on the *permit* authorizing the construction.

The *applicant* shall allow two business days for the *inspector* to undertake a site inspection of the *building* to which the notice relates.

Notice of Completion

- 11.2** The *applicant* shall notify the *chief building official* or an *inspector* upon completion of construction and installation of components required to permit the issue of and occupancy permit under Subsection 1.3.3. in Division “C” of the *OBC*.

Such notice shall be in the prescribed form D-12 “Notice of Completion and Readiness for Occupancy” and the *applicant* shall allow two business days for the *inspector* to undertake a site inspection of the *building* to which the notice relates.

No person shall occupy or permit to be occupied any *building* or part of a building, unless the *chief building official* has issued a permit in conformance with Subsection 1.3.3. in Division “C” of the *OBC* authorizing such occupation.

PART 12 PRESCRIBED FORMS

SECTION

Prescribed Forms

- 12.1**
1. The form prescribed for use as an Application for Change of Use permit under Section 10 (2) of the *BCA* shall be on Form D-01 identified in Appendix “4” to this Schedule.
 2. The Change of Use permit issued under Section 10 (1) of the *BCA* shall be on Form D-08 identified in Appendix “4” to this Schedule.
 3. The form prescribed for use as an Application to Construct or Demolish permit under Section 8. (1) of the *BCA* shall be on Form D-02 identified in Appendix “4” to this Schedule. French version shall be Forme D-03F Application de permit pour construire ou démolir.
 4. A Permit to Construct issued under Section 8 (1) of the *BCA* shall be on Form D-09 identified in Appendix “4” to this Schedule.
 5. A Permit to Demolish issued under Section 8 (1) of the *BCA* shall be on Form D-10 identified in Appendix “4” to this Schedule.

PART 13 OTHER FORMS

SECTION

Other Forms

- 13.1**
1. The form for use as a “*Notice of Readiness for Inspection*” under Section 10.2-(1) of the *BCA* shall be on Form D-11 of Appendix “4” to this Schedule.
 2. The form for use as a “*Notice of Completion and Readiness for Occupancy*” under Section 11 of the *BCA* shall be on Form D-12 of Appendix “4” to this Schedule.
 3. The form for use as an “*Application to Connect to Municipal Services*” D-04 (Potable water system, Sewage works and Storm water system) of Appendix “4” to this Schedule.

4. The form prescribed for use as an “Application for a New or Larger Entrance Permit” D-05 of Appendix “4” to this Schedule.

PART 14 ORDERS

SECTION

Orders

- 14.1 1. An “*Order to Comply*” pursuant to Section 12 (2) of the *BCA* shall be on Form D-13 of Appendix “4” to this Schedule.
2. An “*Order to Uncover*” pursuant to Section 13 (6) of the *BCA* shall be on Form D-14 of Appendix “4” to this Schedule.
3. A “*Stop Work Order*” pursuant to Section 14 (1) of the *BCA* shall be on Form D-15 of Appendix “4” to this Schedule.
4. An “*Order Not to Cover or Enclose*” pursuant to Section 13 (1) of the *BCA* shall be on Form D-16 of Appendix “4” of this Schedule.
5. An “*Order Requiring Tests and Samples*” pursuant to Section 18 (1) (f) of the *BCA* shall be on Form D-17 of Appendix “4” of this Schedule.

PART 15 AS CONSTRUCTED PLANS

SECTION

As Constructed Plans

- 15.1 The *chief building official* may require that a set of plans of a *building* or any class of *buildings* as constructed, in a format specified by the *chief building official* be filed with the *chief building official* on completion of construction under such conditions as may be prescribed in the *OBC*.

PART 16 FENCING OF CONSTRUCTION SITES

SECTION

Required Fencing

- 16.1 A person issued a *permit to Construct or Demolish* under the *BCA*, for any work in the City of Temiskaming Shores shall erect and maintain a fence to enclose the construction or demolition site, including any areas where equipment is operated or material is stored.

Exemption

- 16.2 Notwithstanding Section 16.1, the *chief building official* is authorized to grant an exemption from the requirements to erect and maintain a fence provided he or she is satisfied that the conditions at a site would not present a particular hazard to the public after having regard for:
 - (a) the proximity of the site to occupied dwellings;
 - (b) the proximity of the site to places frequented by the public, including streets; parks, businesses and workplaces;
 - (c) the effectiveness of any existing fencing adjacent to the site;
 - (d) the feasibility and effectiveness of fencing the site;
 - (e) any proposed security measures to deter entry to the site;

- (f) the hazard presented by the activity occurring and materials used on the site;
- (g) the expected duration of the hazard; and
- (h) any other safety considerations.

Where work on a construction or demolition site is substantially suspended or abandoned, the *chief building official* may revoke an exemption granted under this section by serving written notice on the *applicant*.

General Requirements

16.3 Every fence required by this by-law shall;

- (a) be erected at the perimeter of the site to fully enclose the site;
- (b) be built to deter entry by unauthorized persons or vehicles;
- (c) have no rails, other horizontal or diagonal bracing, attachments or pattern of openings on the outside that would facilitate climbing;
- (d) at the access opening, be equipped with gates that shall be built to specifications that provide performance and safety at least equivalent to the fence, and deter entry by unauthorized persons;
- (e) be maintained in good repair and free from health, fire and accident hazards;
- (f) be closed and locked or securely reinstalled when the site is unattended;
- (g) be removed not later than 30 days after completion of the construction or demolition work.

Construction Details

16.4 A fence required by this section shall:

- (a) if erected on a *residential construction site* between an excavation on the site and a public sidewalk or lane that is within 3.0 meters of the excavation, have a height not less than 1.8 meters above the grade outside the enclosed area.
- (b) if erected on any other *residential construction site*, have a height not less than 1.2 meters above the grade outside the enclosed area.
- (c) if erected on any other construction or demolition site, have a height not less than 1.8 meters above the grade outside the enclosed area.
- (d) if built of wood, the outside face shall be smooth exterior grade plywood or waferboard 12.5 millimetres thick that is close-boarded, securely nailed or screwed to 89 millimetre by 89 millimetre vertical posts spaced at 2.4 metres centers and embedded sufficiently deep into the ground to provide a rigid support, and securely nailed or screwed to 39 millimetre by 89 millimetre horizontal rails secured to the vertical posts at the top, bottom and intermediate locations at 600 millimetre centers.
- (e) if built of plastic mesh, the fencing shall be fastened securely at 200 millimetre centers to steel T or 50 millimetre wide U posts, spread at not more than 1.2 metre centers and embedded at least 600 millimetres into the ground, with the top and bottom of the plastic mesh secured horizontally by an 11 gauge lacing cable threaded through the mesh and looped and fastened to each post.
- (f) if built with chain link, the mesh shall have openings no larger than 50 millimetres and shall be fastened securely both to vertical steel posts, spaced at not more than 2.4 metre centers and embedded at least 600

millimetres into the ground, and to top and bottom horizontal steel rails or 9 gauge steel wire.

Any hoarding, canopy or similar protective barrier required under provincial law may form part of the fence.

The fence may be a combination of the fence types specified in this article or may be built of other materials if the fence can be shown to provide performance and safety equivalent to fence types specified and the *chief building official*.

Conflict

- 16.5 Where this section conflicts with any legislation, regulation or other by-law, the more restrictive applies

**PART 17
TRANSFER OF PERMITS**

SECTION

Change of Ownership

- 17.1 Upon written request by the *applicant*, a *permit* regulated by this by-law may be transferred to the new owner upon a change of ownership.

Fee for Transfer of Permit

- 17.2 The fee prescribed shall be as set out in Appendix "1" of Schedule "A" to this by-law and shall be due and payable upon submission of a written request for transfer of any *permit* covered by this by-law.

Responsibility

- 17.3 Upon the transfer of a *permit*, the new owner shall become responsible for and under all conditions set out in the *permit*.

Additional Information

- 17.4 The *chief building official* may request from the new owner any proof of engagement of design professional where appropriate and/or provisions of information by the new owner.

**PART 18
PENALTY**

SECTION

Penalties

- 18.1 Penalties for offences under this by-law are provided in Subsection 36(3)-(5) of the *BCA*.

**PART 19
VALIDITY**

SECTION

Validity of By-law

- 19.1 It is declared that notwithstanding that any section or sections of this by-law, or parts thereof, may be found by any court of law to be bad or illegal or beyond the power of the *Council* to enact, such section or sections or parts thereof shall be deemed to be severable and that all sections or parts of this by-law are separate and independent from the other and enacted as such.

**Appendix “1” to Schedule “A”
of By-law No. 2013-052 respecting
Classes of Permits and Permit Fees.**

| Row Number | Class of permit or fee | Fee Payable - 2013 | Fee Payable – January 1, 2014 | Fee Payable – January 1, 2015 |
|------------|--|---|---|---|
| 1 | A Building Permit to construct a building or Structure within the meaning of a “farm building” in the Ontario Code Act | \$7.90 per \$1,000.00 or portion thereof of the cost of valuation of construction or a minimum of \$79.00 | \$8.20 per \$1,000.00 or portion thereof of the cost of valuation of construction or a minimum of \$82.00 | \$8.45 per \$1,000.00 or portion thereof of the cost of valuation of construction or a minimum of \$84.50 |
| 2 | A Building Permit to construct a Structure Designated in the Ontario Building Code in Div. “A”, Sentence 1.1.2.2.(2) | \$7.90 per \$1,000.00 or portion thereof of the cost of valuation of construction or a minimum of \$79.00 | \$8.20 per \$1,000.00 or portion thereof of the cost of valuation of construction or a minimum of \$82.00 | \$8.45 per \$1,000.00 or portion thereof of the cost of valuation of construction or a minimum of \$84.50 |
| 3 | A Building Permit to construct a building or structure within the meaning the meaning of the Act but not covered in Column 2, Rows 1 and 2 | \$7.90 per \$1,000.00 or portion thereof of the cost of valuation of construction or a minimum of \$79.00 | \$8.20 per \$1,000.00 or portion thereof of the cost of valuation of construction or a minimum of \$82.00 | \$8.45 per \$1,000.00 or portion thereof of the cost of valuation of construction or a minimum of \$84.50 |
| 4 | A Conditional Permit | \$7.90 per \$1,000.00 or portion thereof of the cost of valuation of construction or a minimum of \$79.00 plus \$210.00 administrative fees | \$8.20 per \$1,000.00 or portion thereof of the cost of valuation of construction or a minimum of \$82.00 plus \$220.00 administrative fees | \$8.45 per \$1,000.00 or portion thereof of the cost of valuation of construction or a minimum of \$84.50 plus \$230.00 administrative fees |
| 5 | A Demolition Permit for a building described in Division “C”, Sentence 1.2.2.3.(1) | \$160.00 per application | \$165.00 per application | \$170.00 per application |
| 6 | A Demolition Permit for all other buildings not described in Column 2, Row 5 | \$79.00 per application | \$82.00 per application | \$84.50 per application |
| 7 | A Change of Use Permit | \$79.00 per application plus \$0.03 per square foot | \$82.00 per application plus \$0.03 per square foot | \$84.50 per application plus \$0.03 per square foot |
| 8 | Revisions, Assignment or Renewal of Permit | \$52.50 per application | \$55.00 per application | \$56.25 per application |
| 9 | Re-inspection where work is not complete for the requested inspection | \$52.50 per inspection | \$55.00 per inspection | \$56.75 per inspection |
| 10 | Inspection to allow a partial occupancy of a building or occupancy of a partially completed building | \$52.50 per inspection | \$55.00 per inspection | \$56.75 per inspection |
| 11 | Dormant File Maintenance Fee | \$79.00 per year or a portion thereof | \$82.00 per year or a portion thereof | \$84.50 per year or a portion thereof |

| | | | | |
|-----------|--|-----------------------|-----------------------|---|
| <u>12</u> | <u>A Building Permit for an Accessible Upgrade</u> | <u>Not applicable</u> | <u>Not applicable</u> | <u>\$50 per application (effective date: May 1, 2015)</u> |
| Column 1 | 2 | 3 | 4 | 5 |

**Appendix “2” to Schedule “A”
of By-law No. 2013-052 Respecting
List of Plans or Working Drawing
to accompany applications for permits.**

- 1) **Site Plan** illustrating the dimensions of the parcel of land, together with the location of the existing and/or proposed building(s), indicating front, rear and side yards setbacks.
- 2) **Surveyor’s Real Property Report** at the completion of the basement or foundation walls, to determine compliance with zoning setback regulations.
- 3) **Floor Plan** of each floor level indicating room dimensions, and the location and specifications of all doorways, windows, locks, stairways and landings.
- 4) **Foundation Plan** indicating location and specifications of all footings, foundation walls, piers and or slab on grade foundation components.
- 5) **Framing Plan** indicating location and specifications of all walls, floors and ceiling assemblies including engineered floor systems.
- 6) **Roof Plan** indicating location and specification of all structural framing and roof decking components including engineered truss systems.
- 7) **Reflected Ceiling Plans**
- 8) **Sections and Details** as required to determine compliance with the **OBC**.
- 9) **Building Elevations**
- 10) **Electrical Drawings** indicating location of all lighting and electrical components as required by the **OBC**.
- 11) **Heating, Ventilation & Air Conditioning Drawings** indicating location and specifications of all HVAC system components.
- 12) **Plumbing Drawings** indicating location and specifications of foundation drains, roof water drainage system, sanitary sewers and drains. Specifications of all fixtures, traps, floor drains, vents and cleanouts. Water supply piping details and specifications including back flow prevention and water temperature regulators.
- 13) **Fire Protection Equipment** indicating location and specifications of automatic sprinkler systems, stand pipe systems, portable fire extinguishers, fire alarm systems and smoke and CO detection systems.
- 14) **Means of Egress & Facility Exits** indicating locations and specifications of all means of egress from all floor areas.
- 15) **Emergency Systems** indicating location and specifications of all emergency power supplies, emergency lighting and exit lighting systems.

NOTE: The *chief building official* may specify that not all the above-mentioned plans are required in association with a *permit* application.

**Appendix “3” to Schedule “A” of
By-law No. 2013-052 respecting
Refunds**

| <u>Status of Permit Application and/or Construction</u> | <u>Percentage of Fees Eligible for Refund</u> |
|---|--|
| Application filed and no processing or review of plans initiated. | 100 % |
| Application filed. Plans reviewed and zoning functions performed. | 80 % |
| Application filed. Plans reviewed and zoning functions performed. Permit has been issued. | 70 % |
| Additional deduction for each field inspection that had been performed. | 5 % |
| Minimum fee payable to obtain a <i>permit</i> as listed in Appendix “1” | 0 % |

**Appendix “4” to Schedule “A” of
By-law No. 2013-052 respecting
Forms**

| | |
|------------|--|
| Form D-01 | Application for Change of Use |
| Form D-02 | Application to Construct or Demolish |
| Form D-02F | Application pour permis de construire ou démolir |
| Form D-03 | Energy Efficiency Design Summary |
| Form D-04 | Application to Connect to Municipal Services |
| Form D-05 | Application for New or Larger Entrance |
| Form D-06 | List of Applicable Law Form |
| Form D-07 | Brownfields- Reserved |
| Form D-08 | Change of Use Permit |
| Form D-09 | Construction Permit |
| Form D-10 | Demolition Permit |
| Form D-11 | Notice of Readiness for Inspection |
| Form D-12 | Notice of Completion and Readiness for Occupancy |
| Form D-13 | Order to Comply |
| Form D-14 | Order to Uncover |
| Form D-15 | Stop Work Order |
| Form D-16 | Order Not to Cover or Enclose |
| Form D-17 | Order Requiring Tests and Samples |

**Appendix “5” to Schedule “A” of
By-law No. 2013-052 respecting
Code of Conduct for Building Officials**

Introduction

The City of Temiskaming Shores maintains this Code of Conduct in accordance with the provisions of The Building Code Act. Building Officials undertake building certification functions that ensure quality, structural integrity and safety of buildings. Building Officials are exposed to potential conflicts of interest because of the special powers conferred on them. The conduct and behavior of the Temiskaming Shores’ Building Officials reflects the Temiskaming Shores Building Department’s commitment to the highest standards of professionalism, technical competence, skill, honesty, fairness and independence. Building Officials observe both the letter and the spirit of this code of conduct as it pertains to situations that bear on their responsibilities.

Purpose

The purposes of this code of conduct are:

- To promote appropriate standards of behavior by building officials in the exercise of their powers and performance of their duties.
- To prevent practices that may constitute an abuse of power, and
- To promote appropriate standards of honesty and integrity.

Standards of Conduct and Professionalism

The City of Temiskaming Shores Building Officials undertake at all times to:

1. Act in the public interest, particularly with regard to the safety of building works or structures;
2. Maintain their knowledge and understanding of the best building practice, the building laws and regulations relevant to their building certifying functions;
3. Commit themselves to a process of continuous education so as to constantly be aware of developments in building design, practice and law relevant to their duties;
4. Comply with the provisions of Building Code Act, the Building Code and any other Act or Law that regulates or governs Building Officials or their functions;
5. Avoid situations where there may be, or where there may reasonably appear to be, a conflict between their duties to their clients, their profession, their peers and the public at large and their personal interests;
6. Not act beyond their level of competence or outside their area of expertise
7. Apply all relevant building laws, regulations and standards strictly and without favour and independent of influence of interested parties;
8. Perform their inspections and certifying duties impartially and in accordance with the highest professional standards;
9. Not divulge any confidential or sensitive information or material, that they became privy to in the performance of their duties, except in accordance with the laws governing freedom of information and protection of privacy;
10. To avoid any conduct that could bring Building Officials or the City of Temiskaming Shores into disrepute;
11. Extend professional courtesy to all;
12. Accept responsibility for the conduct of their subordinate employees;
13. Maintain current accreditation to perform functions assigned to them;
14. Take all reasonable steps to ascertain and document all available facts relevant to the performance of their duties;

15. Exemplify compliance with all regulations and standards that govern building construction, health & safety or other matters related to their status as a building official
Guideline for responding to misconduct allegations

The Building Code Act provides that the performance of Building Officials will be measured against this code of conduct. In response to any allegation of a breach of this code, the Chief Building Official shall direct an investigation and where appropriate, recommend disciplinary action against any Building Official who fails to comply with this code of conduct. Where the allegation is against the Chief Building Official, Council will direct the investigation and make such recommendations as are reasonable.

In determining the appropriate discipline, the Chief Building Official or Council will have regard to the relevance of the conduct to the official's powers and responsibilities as well as severity of any misconduct.

Disciplinary Action arising from the violations of this code of conduct are the responsibility of Temiskaming Shores' administration and is subject to relevant employee agreements, employment law and standards.

**Appendix “6” to Schedule “A” of
By-law No. 2013-052 Respecting
Valuation of Construction Costs based on Area**

(Note that these values may be adjusted annually based on the cost of living index at the discretion of the *Chief Building Official*)

| Row | Description of Construction type | Value of Construction per square foot |
|-----------------|---|--|
| 1 | Residential new construction | \$150.00 |
| 2 | Basement Renovation | \$100.00 |
| 3 | New bathroom in existing building | \$100.00 |
| 4 | Garage (interior finished) | \$80.00 |
| 6 | Garage (unfinished) | \$30.00 |
| 7 | Residential Decks | \$10.00 |
| Column 1 | 2 | 3 |

Subject: ZBA-2015-04 (D) - Loach
118420 Sales Barn Road

Agenda Date: March 17, 2015
Report No.: CGP-014-2015

Attachments

Appendix 01: Planning Report

Appendix 02: Application and Public Notice

Appendix 03: Draft By-law to amend Township of Dymond Zoning By-law 984

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CGP-014-2015;
2. That Council agrees to amend the provisions of the Township of Dymond Zoning By-law 984 to permit the construction of an accessory triplex on the subject property; and
3. That Council directs staff to prepare the necessary by-law to amend the Township of Dymond Zoning By-law 984 for consideration at the April 7, 2015 Regular meeting of Council.

Background

The applicants are requesting an amendment to the Township of Dymond Zoning By-law 984 to permit the construction of a triplex dwelling house on the subject property. The units would accommodate the property owner, family of the owner, and on-farm help required when the owner is out of town.

Analysis

The public meeting was held on March 3, 2015. No members of the public submitted written comments or made oral submissions at the public meeting.

The Planning Report attached as Appendix 01 provides information regarding the application within the planning policy framework. It is my opinion that the proposed Zoning By-law Amendment: is consistent with the Provincial Policy Statement (2014); does not conflict with the Northern Ontario Growth Plan; complies with the Township of Dymond Official Plan and the draft City of Temiskaming Shores Official Plan as adopted by Council; and represent good planning. It is recommended that Council adopt the proposed Zoning By-law Amendment.

Financial / Staffing Implications

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

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

Staffing implications related to this matter are limited to normal administrative functions and duties.

Alternatives

No alternatives were considered.

Submission

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

“Original signed by”

“Original signed by”

“Original signed by”

Jennifer Pye
Planner

Karen Beauchamp, MCIP, RPP, CMO
Director of Community Growth
and Planning

Christopher W. Oslund
City Manager



Planning Report

Zoning By-law Amendment Application: ZBA-2015-04(D)

Applicant: Brenda Steep

Owner: Adam Loach

Property: 118420 Sales Barn Road

Roll No.: 5418-020-002-244.00

March 10, 2015

Subject Land

118420 Sales Barn Road; Dymond Concession 6 North Part of Lot 12; Parcel 1539NND; Township of Dymond.

Background and Purpose of the Application

The applicants are requesting an amendment to the Township of Dymond Zoning By-law 984 to permit the construction of a triplex dwelling house on the subject property. The units would accommodate the property owner, family of the owner, and on-farm help required when the owner is out of town.

Statutory Public Notice

The application was submitted on January 30, 2015. Notice of the complete application and public hearing was advertised in the Temiskaming Speaker on February 11, 2015 and was sent to all public agencies in accordance with the statutory notice requirements of the Planning Act.

The public hearing was held on March 3, 2015. No members of the public made oral submissions at the hearing and no formal written comments were received prior to the public meeting.

Site Analysis

The property is located in Dymond Township, in the northeast area of the municipality. The property is approximately 31 hectares (76.75 acres) and is located on the west side of Sales Barn Road.

Servicing

The property has an existing on-site well and the water quality has been tested by the Timiskaming Health Unit with no concerns noted. The Timiskaming Health Unit has also commented that they have no concerns with the installation of a private septic system on the property.

Access

Access to the property is via a driveway off of Sales Barn Road. It is not anticipated that any changes will be made to the access.

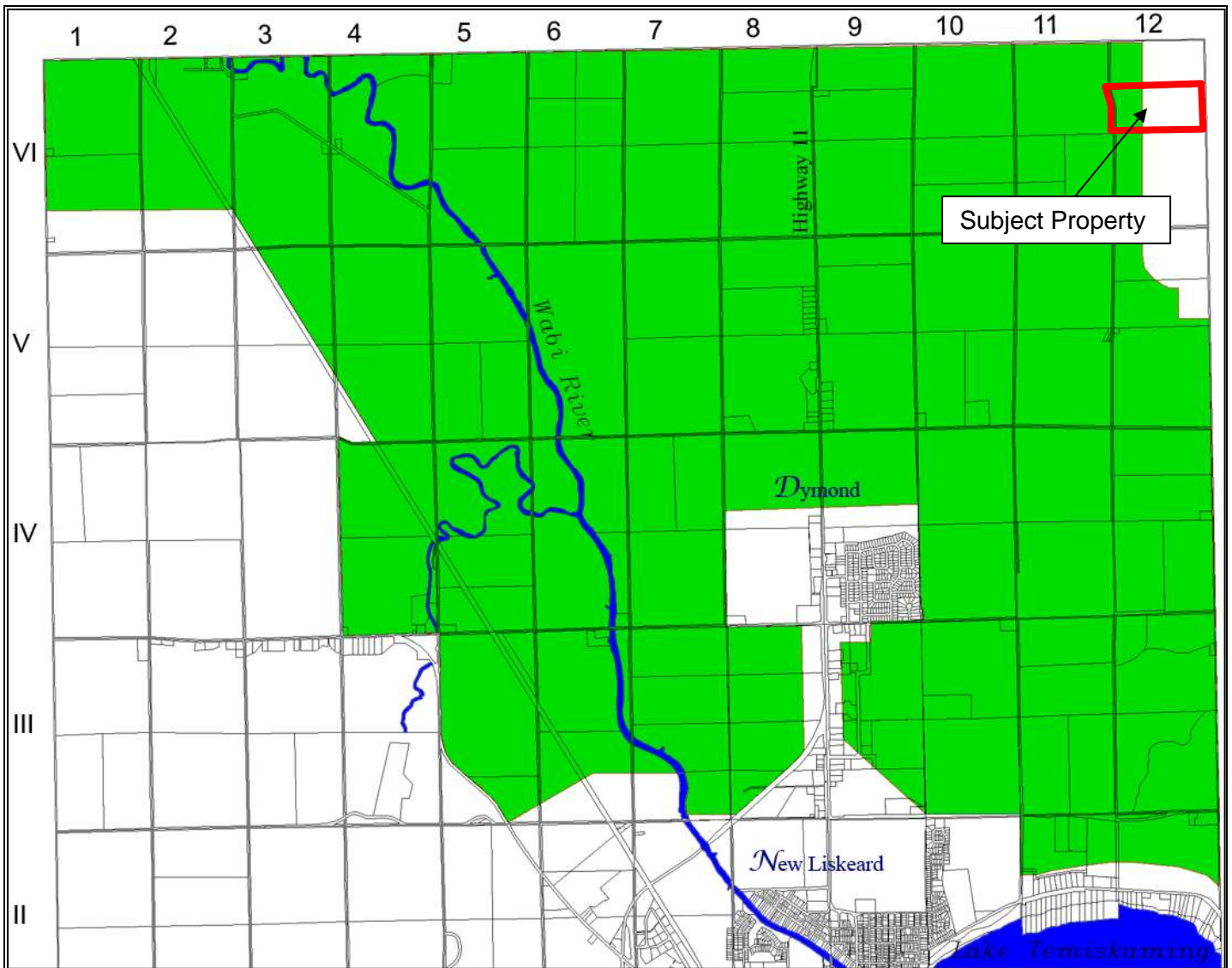
Existing Land Use

The property is currently being used for agricultural purposes, including livestock and crops. Existing structures on the property include a garage, two barns, and a lean-to. It is anticipated that these structures will remain and there is potential for the main barn to be expanded in the future.

Planning Analysis

Provincial Policy Statement (2014)

The property is located in an area of the municipality traditionally associated with prime agricultural land. The Ministry of Agriculture, Food and Rural Affairs (OMAFRA) has provided the attached map to assist in delineating the area of the municipality that OMAFRA considers to be prime agricultural land under the Provincial Policy Statement (PPS). The map shows that a portion of the subject property is considered Prime Agricultural Plan, while the remainder of the property is not considered as such. Therefore both the Rural Areas policies and the Agriculture policies of the PPS must be considered in the analysis of this application.



The Rural Areas definition has been revised in the 2014 PPS and a new definition of Rural Lands has been added. The difference between the two terms is that Rural Areas are a system of lands within municipalities that can include rural settlement areas, prime agricultural areas, natural heritage features and areas, etc., while Rural Lands are those lands which are located outside of settlement areas and outside of prime agricultural areas. Rural Areas encompass a broad stroke of varying types of land outside of urban settlement areas while Rural Lands are more site-specific.

1.1.4 Rural Areas in Municipalities

1.1.4.1 Healthy, integrated and viable rural areas should be supported by:

- a) building upon the rural character, and leveraging rural amenities and assets;
- c) encouraging the conservation and redevelopment of existing rural housing stock on rural lands;
- d) encouraging the conservation and redevelopment of existing rural housing stock on rural lands;

1.1.4.2 *In rural areas, rural settlement areas shall be the focus of growth and development and their vitality and regeneration shall be promoted.*

1.1.4.4 *Growth and development may be directed to rural lands in accordance with policy 1.1.5, including where a municipality does not have a settlement area.*

1.1.5 *Rural Lands in Municipalities*

1.1.5.2 *On rural lands located in municipalities, permitted uses are:*

- a) the management or use of resources;*
- b) resource-based recreational uses (including recreational dwellings);*
- c) limited residential development;*
- d) home occupations and home industries;*
- e) cemeteries; and*
- f) other rural land uses.*

1.1.5.4 *Development that is compatible with the rural landscape and can be sustained by rural service levels should be promoted.*

1.1.5.5 *Development shall be appropriate to the infrastructure which is planned or available, and avoid the need for the unjustified and/or uneconomical expansion of this infrastructure.*

1.1.5.8 *Agricultural uses, agriculture-related uses, on-farm diversified uses and normal farm practices should be promoted and protected in accordance with provincial standards.*

1.1.5.9 *New land uses, including the creation of lots, and new or expanding livestock facilities, shall comply with the minimum distance separation formulae.*

The PPS defines “agricultural uses” as:

the growing of crops, including nursery, biomass, and horticultural crops; raising of livestock; raising of other animals for food, fur or fibre, including poultry and fish; aquaculture; apiaries; agro-forestry; maple syrup production; and associated on-farm buildings and structures, including, but not limited to livestock facilities, manure storages, value-retaining facilities, and accommodation for full-time farm labour when the size and nature of the operation requires additional employment.

The applicants are proposing to build a triplex on the subject property to accommodate themselves, the father of the applicant who helps out on the farm, and an individual to assist with the agricultural operation when the owner is out of town.

The PPS also encourages the provision of a range and mix of housing options, including housing for seniors. The applicants have indicated that they are intending to construct the triplex with accessibility considerations. Having the father living in the triplex will allow him to age-in-place and will keep him in his own, independent living unit for a longer period of time than would normally be possible.

The purpose of the agricultural policies in the PPS is to protect valuable agricultural land and ensure its continued viability for use for the purposes of farming and food production. The Township of Dymond Zoning By-law currently permits up to 3 single-detached dwelling houses on a property used as a farm. The proposed triplex maintains the permitted 3 units but combines them into 1 dwelling house which consumes less land area.

The applicant submitted an MDS I formula calculation in order to determine the required separation distance between their proposed tripled and an existing livestock facility on an adjacent property on the east side of Sales Barn Road. The MDS Implementation Guidelines Publication 707 is the guidance document currently in

place to assist in the interpretation and implementation of the MDS formulae requirements. In the case of this application, the proposed triplex is considered a Type B land use. Type B land uses are characterized by uses that have a higher density of human occupation or habitation. Multiple-residential development is listed under this category, and multiple residential is defined in the guideline as three or more residential units in the same structure. The MDS calculation yielded a required setback of 290m for the proposed triplex from the existing livestock facility. This setback must be met when the building permit is issued.

There is an existing extraction operation in Harley Township, on the border of Dymond Township. Section 1.2.6 of the PPS requires that:

Major facilities and sensitive land uses should be planned to ensure they are appropriately designed, buffered and/or separated from each other to prevent or mitigate adverse effects from odour, noise and other contaminants, minimize risk to public health and safety, and to ensure the long-term viability of major facilities.

“Major facilities” is defined as *facilities which may require separation from sensitive land uses, including but not limited to airports, transportation infrastructure and corridors, rail facilities, marine facilities, sewage treatment facilities, waste management systems, oil and gas pipelines, industries, energy generation facilities and transmission systems, and resource extraction activities.*

“Sensitive land uses” is defined as *buildings, amenity areas, or outdoor spaces where routine or normal activities occurring at reasonably expected times would experience one or more adverse effects from contaminant discharges generated by a nearby major facility. Sensitive land uses may be a part of the natural or built environment. Examples may include, but are not limited to: residences, day care centres, and educational and health facilities.*

The Ministry of Environment’s D Guidelines set out the requirements for conducting studies for the siting of industrial uses in proximity to sensitive land uses and vice versa. Section 2.3 of Guideline D-1 outlines the situations in which the guideline is not applicable. Section 2.3.2 states that:

This guideline does not normally affect a change in land use, an expansion, or new development, for either a facility or a sensitive land use which is in compliance with existing zoning, and the official plan designation, except for plans of subdivision and condominium and/or severances.

The applicant is seeking to amend the Zoning By-law to permit an accessory triplex on the property. The Zoning By-law currently permits the construction of up to three accessory, single-detached dwellings on a property used as a farm and therefore the applicant would be permitted to construct these three accessory dwellings without planning approval, and the D-Guidelines would not apply. In the case of this application, the applicant is seeking to construct the same number of units as are currently permitted in the Zoning By-law, but requesting permission to combine them in one dwelling house. Given this consideration, it is my opinion that the applicant is not seeking a change of use that is greater in intensity than that already permitted in the Zoning By-law.

In my opinion, the Zoning By-law Amendment application is consistent with the 2014 Provincial Policy Statement for the following reasons:

- The agricultural use of the property is existing and will continue;
- The proposed triplex will accommodate the property owner, the applicant’s father who helps out on the farm operation, and an individual to assist with the agricultural operation when the owner is out of town;
- The PPS encourages the provision of a range and mix of housing options, including housing for seniors;

- The purpose of the agricultural policies in the PPS is to protect valuable agricultural land for long-term farming viability. Combining the dwelling units into one dwelling house requires less land to be taken out of agricultural production than if each of the units were constructed in individual dwelling houses;
- The MDS calculation submitted by the applicant indicates that the proposed triplex must be setback a minimum of 290m from the existing livestock facility on the east side of Sales Barn Road. The applicant must ensure this setback is met when applying for a building permit;
- If the applicant was proposing to build three single-detached dwellings no planning approval would be required and therefore the land use compatibility policies of the PPS would not apply. The applicant is not proposing to increase the permitted number of dwelling units but is proposing to combine them into one dwelling house and it is my opinion that this does not change the nature of the accessory dwelling house permitted use.

Growth Plan for Northern Ontario

The Growth Plan for Northern Ontario was developed under the Places to Grow Act to ensure greater growth occurs in an economically and environmentally sustainable manner.

A review of the Growth Plan for Northern Ontario confirms that none of the policies of the Growth Plan directly relate to the application and the proposal does not conflict with any of the Growth Plan policies.

Official Plan

The property is designated Agriculture in the Township of Dymond Official Plan.

2.3 Agricultural Areas

It is also the intent of Council to prevent uncontrolled and scattered development in the Township and to ensure that new development will not interfere with common farm practices presently existing in the Agricultural land use designation. Further, in order to prevent the problems that result when development occurs in areas that are not adequately supplied with services and other public works and to avoid excessive costs for such works in the future, it is the intent of Council to maintain the area within the Agriculture designation at a similar level to that now prevailing and to restrict further development to a minimum.

2.3.4 Non-farm related residential development is prohibited in this designation.

2.3.5 Council will help alleviate or prevent conflicts in agricultural areas by separating new dwellings from existing animal operations and similarly by separating new animal operations from existing dwellings by complying with the "Minimum Distance Separation" formula in the Agricultural Code of Practice.

In my opinion, the Zoning By-law amendment application meets the intent of the Official Plan policies in the following ways:

- The agricultural use of the property is existing and permitted as a main use in the Agriculture designation;
- Farm-related residential uses are permitted in the Agriculture designation;
- The property and proposed triplex will be serviced with an individual on-site well and septic system and a certificate of approval from the Timiskaming Health Unit will be required in conjunction with the building permit process.

City of Temiskaming Shores Official Plan

The City of Temiskaming Shores Official Plan was adopted by Council on March 4, 2014 and is currently being reviewed for approval by the Ministry of Municipal Affairs and Housing (MMAH). The policies do not come into force and effect until approval is issued by MMAH, however as they have been adopted at the local level it is

fitting to review development applications with consideration to the new policies although decisions cannot be made based on these policies.

The property is designated Agricultural Land in the City of Temiskaming Shores Official Plan. Areas designated as Prime Agricultural Land are afforded the protections of Section 2.3 of the PPS. Areas designated Agricultural Land are not considered to be prime lands, but are considered locally-significant and therefore similar protections to the prime agricultural lands are required.

The City of Temiskaming Shores Official Plan applies certain policies in the Agriculture section to lands designated Agricultural Land. The following agricultural policies are applicable to this application:

11.5 Farm Unit

1. *In the prime agricultural area which is designated Agriculture on the Land Use Schedules, the predominant use of land will be for farming (agricultural uses) and the predominant type of development will be the 'farm unit.' The farm unit consists of the:*
 - a. *Land base;*
 - b. *Barns and other buildings that support the farm operation;*
 - c. *Farm dwelling; and dwellings required for additional labour;*
 - d. *Agriculture-related uses.*
2. *Farm operations of varying types and sizes will be permitted. One residence may be built in conjunction with a farm whether operated by a family or as a commercial scale operation. However, more than one residence on a lot for the purposes of housing farm help may be permitted in those instances where:*
 - a. *The need for such housing has been adequately demonstrated;*
 - b. *The farm help assists on the subject farm on a regular basis;*
 - c. *The farm operation is of such a size and nature that farm labour is required and needs to be located close by the farm;*
 - d. *Additional residential units shall be subject to a zoning by-law amendment.*

11.14 Minimum Distance Separation

All farm operations and buildings, and all non-farm uses and structures permitted by the agricultural policies of this Plan shall comply with the Minimum Distance Separation (MDS) I and II formulae in effect at the time of development in order to minimize odour conflicts between livestock and manure facilities and development. The MDS will be incorporated into the zoning by-law.

In my opinion, the application generally conforms with the intent of the City of Temiskaming Shores Official Plan:

- The agricultural use of the subject property is existing and will continue;
- The proposed triplex the applicant's father who helps out on the farm operation, and an individual to assist with the agricultural operation when the owner is out of town.

Zoning By-law

The property is zoned Agriculture (A1) in the Township of Dymond Zoning By-law 984. The purpose of the amendment is to permit the construction of an accessory triplex dwelling house on the subject property. The property currently contains existing farm buildings, including two barns, a lean-to, and a steel garage. There is also an existing well on the property for which the water has been tested and was found to have no

contaminants. The Timiskaming Health Unit has indicated that they have no concerns with the installation of an individual on-site septic system on this property.

In the A1 Zone, up to three accessory dwelling houses can be constructed on a lot used as a farm. "Accessory dwelling house" is defined in the Zoning By-law as: *a single family dwelling which is accessory to a permitted Non-Residential use and is occupied either by the family of the owner of such Non-Residential use or by the family of a person employed on the lot where such dwelling house is located.*

Based on this definition, the applicants could obtain a building permit for three single detached dwellings without a planning process. The applicants are seeking to combine the units into one dwelling house, with the units being occupied by the father of the applicant who assists with the farming operation, and an additional labourer who is required when the applicant is out of town.

The primary purpose of the policies for agricultural land is to ensure the on-going protection of the high quality agricultural land in Dymond Township. By combining the three units into one dwelling house, the area of land being used for residential purposes is smaller and therefore takes a lesser area of land out of agricultural production.

Comments Received from the Agency Circulation and Public Notification Process

The application was circulated to municipal departments, agencies, and the public. The following comments were received:

Chief Building Official – *The owner is responsible to obtain a Building Permit to allow construction of the triplex. In order to obtain a permit the owner or his agent shall submit a completed application form, the approved ruling on this matter, the appropriate fees and drawings and all other required submissions completed by a qualified designer detailing the proposed construction and shall include a site plan.*

The Building Department and By-law Department has no objections to this application subject to the above-noted comments.

Director of Public Works – No comments received.

Fire Chief – *I do not have any objections to the application.*

Director of Recreation – *I have no concerns in relation to Recreation Services.*

Director of Corporate Services – No comments received.

City Manager – *No concerns*

Clerk – No comments received.

Economic Development and Funding Application Coordinator – *This looks like a great way to make the business work while fitting within the planning guidelines.*

Tax Collector / Treasurer – *I have no concerns with the application. New construction will result in increased assessment and taxation revenue.*

Timiskaming Health Unit – *I have reviewed the above zoning by-law amendment application. The Land Control Division of the Timiskaming Health Unit has no objection to this as the owner of the property will have to apply to us for a septic system permit before construction begins on the proposed triplex.*

Public Comments: No comments received as of March 10, 2015.

Recommendation

Based on the information presented above, in my opinion, the proposed Zoning By-law Amendment is

consistent with the Provincial Policy Statement (2014); does not conflict with the Northern Ontario Growth Plan; complies with the Township of Dymond Official Plan, and the City of Temiskaming Shores Official Plan as adopted by Council; and represent good planning.

It is therefore recommended that Council approve the Zoning By-law Amendment application.

Respectfully submitted,

Reviewed and submitted for Council's
consideration,

Jennifer Pye
Planner

Karen Beauchamp, MCIP, RPP, CMO
Director of Community Growth and Planning



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

**Application for Zoning By-Law Amendment
Under Section 34 of the Planning Act**

Application to Amend the Zoning By-Law: \$750 + \$100 advertising fee + 13% HST = \$960.50

PLEASE READ BEFORE COMPLETING THIS APPLICATION

This application reflects the mandatory information that is prescribed in the Schedules to Ontario Regulation 545/06 made under the Planning Act, RSO, 1990, as amended. In addition to completing this form, the Applicant will be required to submit the appropriate fee, a detailed site plan and any additional information or studies that may be necessary to assess the proposal.

Failure to submit the required information will delay the consideration of this Application. An application which is not considered complete under the Planning Act is not subject to the timelines of the Act. **Applicants are encouraged to consult with the Municipality prior to completing the application.**

Please Print and Complete or (✓) Appropriate Box(es)

| OFFICE USE ONLY | |
|-----------------|---------------------|
| File No.: | ZBA-2015-04(D) |
| Date Received: | January 30, 2015 |
| Roll No.: | 5418-030-002-244.00 |

1. Owner Information

Name of Owner: Adam Loach

Mailing Address: 118420 Sales barn Rd New Liskeard ont. P0J1P0

Email Address: AdamLoach@hotmail.com
brenda.hurtubise@hotmail.com

Phone: 705 825 4787 Adam
705 491 5433 Brenda

If there is more than one registered owner, please provide information below:

Name of Owner: _____

Mailing Address: _____

Email Address: _____

Phone: _____

2. Agent Information (if applicable):

Name of Agent: _____

Mailing Address: _____

Email Address: _____

Phone: _____

3. Please specify to whom all communications should be sent:

Owner Agent

Names and addresses of the holders of any mortgages, charges, or other encumbrances in respect of the subject land:

Scotia Bank.
New Liskeard.

4. Location of the Subject Land

Dymond New Liskeard Haileybury

Municipal Address

118420 Sales barn Rd.

Legal Description

Date the subject land was acquired by the current owner: 14 yrs ago 2001

5. Property Information

Lot Area: 80 Acres.

Road Frontage: 1/4 mile.

Water Frontage: —

Lot Depth: 1/2 mile

Lot Width 1/4 mile.

Existing use(s) of the subject land (check all that apply):

- Residential
- Commercial
- Industrial
- Institutional
- Agricultural
- Vacant
- Mixed Use (specify): _____
- Other (specify): _____

Length of time the existing uses of the subject land have continued: 30 years

Existing uses of abutting properties:

North: Residential East: Agricultural
South: Agricultural West: Residential

6. Property Access

a. Type of access to the property

- Provincial Highway
- Municipal Road, maintained all year
- Municipal Road, maintained seasonally
- Private Road
- Right-of-Way
- Water Access
- Other (specify): _____

b. If access is by water, describe the docking and parking facilities used and the approximate distance to these facilities from the subject land and the nearest public road:

7. Property Servicing

a. What type of water supply is existing / proposed for the subject land?

- Publicly owned and operated piped water supply (City water)
- Privately owned and operated piped water system (communal)
- Drilled well
- Lake or other water body
- Water service not proposed
- Other (specify): _____

b. What type of sewage disposal is existing / proposed for the subject land?

- Publicly owned and operated sanitary sewage system (City sewer)
- Privately owned and operated individual septic system
- Privately owned and operated communal septic system
- Privy
- Sewage disposal service not proposed
- Other (specify): _____

If privately owned and operated individual or communal septic systems are proposed, and where development will produce more than 4,500 litres of effluent per day, applicants are required to submit a servicing options report and a hydrogeological report prepared by a qualified professional:

- Title and date of servicing options report: _____
- Title and date of hydrogeological report: _____

c. How is storm drainage provided?

- Storm sewer
- Ditches
- Swales
- Other (specify): _____

8. Planning Information

Current Official Plan Designation(s): Agriculture

Explain how the application conforms to the Official Plan: Accessory residential uses are permitted in the Agriculture designation & the agricultural use of the property will continue.

Current Zoning: Agriculture (A1)

Requested Zoning (if applicable): Agriculture Exception

Reason why rezoning is being requested (if applicable): would like to build a triplex on the property which is not currently permitted.

Is the subject land within an area where the municipality has predetermined the minimum and maximum density requirements or the minimum and maximum height requirements?

Yes No

If yes, provide a statement of these requirements:

Does this application propose to change the boundary of a settlement area?

Yes No

If the requested amendment alters all or any part of the boundary of an area of settlement or establishes a new area of settlement, provide details of the current Official Plan policies or Official Plan Amendment dealing with the alteration or establishment of an area of settlement.

Will this application remove land from a designated employment area?

Yes No

If the requested amendment removes the subject land from an area of employment, provide details of the current Official Plan policies or Official Plan Amendment dealing with the removal of land from an area of employment.

9. Proposed Use of Property

Proposed use(s) of the subject land (Check all that apply):

Residential Commercial Industrial
 Institutional Agricultural Vacant

Mixed Use (Please state): _____

Other (Please state): _____

List all existing and proposed buildings and structures to be constructed on the property by completing the following table (If more than 5 buildings or structures please use separate page to provide description):

| | Building or Structure # 1 | Building or Structure # 2 | Building or Structure # 3 | Building or Structure # 4 | Building or Structure # 5 |
|--|---------------------------|---------------------------|---------------------------|---------------------------|---------------------------|
| Type or use of building or structure | Steel garage | Old Barn Storage | Leantwo Shelter | main. Animal Ho-Sing. | New House |
| Height (m) | | | | | |
| Setback from front lot line (m) | | | | | |
| Setback from rear lot line (m) | | | | | |
| Setback from side lot line one side (m) | | | | | |
| Setback from side lot line - other side (m) | | | | | |
| Setback from shoreline (m) | | | | | |
| Dimensions (m) or floor area (m ²) | 75x40 | 38x52 | 30x30 | 40x75 | 32x54. |
| Year constructed | unknown. | unknown | unknown | unknown. | 2015 |

See sketch.

Are any of the following uses or features on the subject land or within 500 m of the subject land, unless otherwise specified? Please check all that apply.

| Use or Feature | On the Subject Land | Within 500 metres of Subject Land (indicate approximate distance) |
|--|-------------------------------------|--|
| An agricultural operation including livestock or stockyard | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| A landfill | <input type="checkbox"/> | <input type="checkbox"/> |
| A sewage treatment plant or waste stabilization plant | <input type="checkbox"/> | <input type="checkbox"/> |
| A provincially significant wetland (Class 1, 2 or 3 wetland) | <input type="checkbox"/> | <input type="checkbox"/> |
| A provincially significant wetland within 120 metres of the subject land | <input type="checkbox"/> | <input type="checkbox"/> |
| A waterbody, watercourse, river, or stream | <input type="checkbox"/> | <input type="checkbox"/> |
| A rehabilitated mine site | <input type="checkbox"/> | <input type="checkbox"/> |
| A non-operating mine site within 1 kilometre of the subject land | <input type="checkbox"/> | <input type="checkbox"/> |
| An active mine site, gravel pit or quarry | <input type="checkbox"/> | <input type="checkbox"/> |
| An industrial or commercial use (if so, specify use) | <input type="checkbox"/> | <input type="checkbox"/> |
| An active railway line | <input type="checkbox"/> | <input type="checkbox"/> |
| Utility corridors | <input type="checkbox"/> | <input type="checkbox"/> |
| Provincial Highway | N/A | <input type="checkbox"/> |

10. Previous Applications

Has the subject land ever been the subject of an application under the Act for approval of a plan of subdivision or for a consent?

Yes No Unknown

If yes:

File No.: _____ Status: _____

Has the subject land ever been the subject of an application for approval of a previous Official Plan or Zoning amendment?

Yes No Unknown

If yes:

File No.: _____ Status: _____

11. Concurrent Applications

Is the subject land currently the subject of any other planning applications (Plan of Subdivision, Consent, Minor Variance, Zoning By-law Amendment, Site Plan Control) at this time?

Yes No

If yes:

File No.: _____ Status: _____

File No.: _____ Status: _____

12. Provincial Policies

Is the request consistent with policy statements issued under subsection 3(1) of the Planning Act?

Yes No

Consistent with Provincial Policy Statement 2014

Is the subject land within an area of land designated under any provincial plan or plans?

Yes No

If yes, does the request conform to, or not conflict with, the applicable provincial plan or plans?

Conforms to Northern Ontario Growth Plan.

13. Additional Studies or Information

Additional studies or information may be required by the Municipality to support the application. The application may not be considered a complete application unless these studies have been completed. Applicants are advised to pre-consult with the Municipality to determine what additional studies or information is required.

List of additional studies or information required by the Municipality (to be provided by the Municipality):

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

14. Sketch

The application shall be accompanied by a site plan showing the following:

- The boundaries and dimensions of the subject land, the part that is intended to be severed and the part that is intended to be retained;
- The location, size and type of all existing and proposed buildings and structures on the subject land, indicating the distance of the buildings or structures from the front yard lot line, rear yard lot line and the side yard lot lines.
- The approximate location of all natural and artificial features (for example, buildings, railways, roads, watercourses, drainage ditches, banks of rivers or streams, wetlands, wooded areas, wells and septic tanks) that:
 - Are located on the subject land and on land that is adjacent to it, and
 - In the applicant's opinion, may affect the application
- The current uses of land adjacent to the subject land (E.g.: residential, agricultural, commercial, etc.);
- The location, width and name of any roads within or abutting the subject land, indicating whether it is an unopened road allowance, a public travelled road, a private road, or a right of way;
- If access to the subject land will be by water only, the location of the parking and boat docking facilities to be used;
- The location and nature of any easement affecting the subject land.

15. Declaration and Authorizations

Agent Authorization

I/We, authorize Adam ^{AL} Louch Brenda Steep ^{AL} to make this application on my/our behalf and to provide any of my/our personal information that will be included in this application or collected during the processing of the application.

Jan 27/14
Date


Signature of Owner

Authorization for Site Visits

I/We authorize Municipal Staff and Council and/or Committee members, as necessary, to enter the subject property to gather information necessary in the assessment of the application.

AL
Applicant Initial(s)

Consent for the Use and Disclosure of Personal Information

For the purposes of the Freedom of Information and Protection of Privacy Act, I/We authorize and consent to the use by, or the disclosure to any person or public body of any personal information that is collected under the authority of the Planning Act for the purpose of processing this application.

AL
Applicant Initial(s)

Declaration of Applicant

TO BE COMPLETED IN THE PRESENCE OF A COMMISSIONER FOR TAKING AFFIDAVITS

I, Brenda Steep of the Temiskaming Shores in
the District of Timiskaming make oath and say (or solemnly
declare) that the information contained in this application is true and that the information contained in the
documents that accompany this application is true and I make this solemn declaration conscientiously knowing
that it is of the same force and effect as if made under oath and by virtue of the Canada Evidence Act.

Sworn (or declared) before me

at the City of Temiskaming Shores
in the District of Timiskaming
this 30th day of January, 2015

Brenda Steep
Signature of Applicant

Jennifer Sandham
A Commissioner for Taking Affidavits

Jennifer Lynn Sandham, a Commissioner,
etc., Province of Ontario, for the Corporation
of the City of Temiskaming Shores.
Expires July 19, 2015.

RESIDENTIAL

LOT SIZE 80 ACRES

WEST PROPERTY LINE

RESIDENTIAL

NORTH
PROPERTY
LINE

FARMING

SOUTH
LINE

LEAN
TPO
30'x36'

61'

OLD BARN
38'x52'

180'

MAIN
BARN
40'x75'

HOUSE SITE
32'x54'

183'

WELL

STEEL
GARAGE
75'x40'

HYDRO UNDERGROUND
POLE SERVICE
FROM POLE

118420
SALES BARN

345'

700'

Minimum Distance Separation I (MDS I) Report

Calculation #2

Adjacent Farm Contact Information
Unspecified

Farm Location
District of Timiskaming
City of Timiskaming Shores

| Manure Form | Type of Livestock/Material | Existing Capacity | Existing NU | Estimated Barn Area |
|-------------|---|-------------------|-------------|---------------------|
| Solid | Beef, Shortkeepers (12.5 - 17.5 months) | 2 | 1.0 | 12 m ² |

Encroaching Land Use Factor: Type B Land Use

Tillable area of land on this lot: 5 ha

Manure/Material Storage Type: V3. Solid, outside, no cover, >= 30% DM

Factor A (Odour Potential): 0.8
 Factor B (Nutrient Units): 235
 Factor D (Manure/Material Type): 0.7
 Factor E (Encroaching Land Use): 2.2
 Total Nutrient Units: 1

| | | |
|---|------------------|-----------------|
| | Required Setback | Actual Setback |
| Distance from nearest livestock building 'F' (A x B x D x E): | 290 m (950 ft) | 355 m (1165 ft) |
| Distance from nearest permanent manure/material storage 'S': | 290 m (950 ft) | |

Signature of Preparer: _____
adam loach

Date: _____

NOTE TO THE USER:
The Ontario Ministry of Agriculture, Food and Rural Affairs (OMAFRA) has developed this software program for distribution and use with the Minimum Distance Separation (MDS) Formulae as a public service to assist farmers, consultants, and the general public. This version of the software distributed by OMAFRA will be considered to be the official version for purposes of calculating MDS. OMAFRA is not responsible for errors due to inaccurate or incorrect data or information; mistakes in calculation; errors arising out of modification of the software, or errors arising out of incorrect inputting of data. All data and calculations should be verified before acting on them.





Application for Zoning By-law Amendment

Notice of Complete Application And Notice of Statutory Public Hearing

Under Section 34 of the Planning Act, R.S.O. 1990 c.P.13

The City of Temiskaming Shores has received the following application to amend the Zoning By-law:

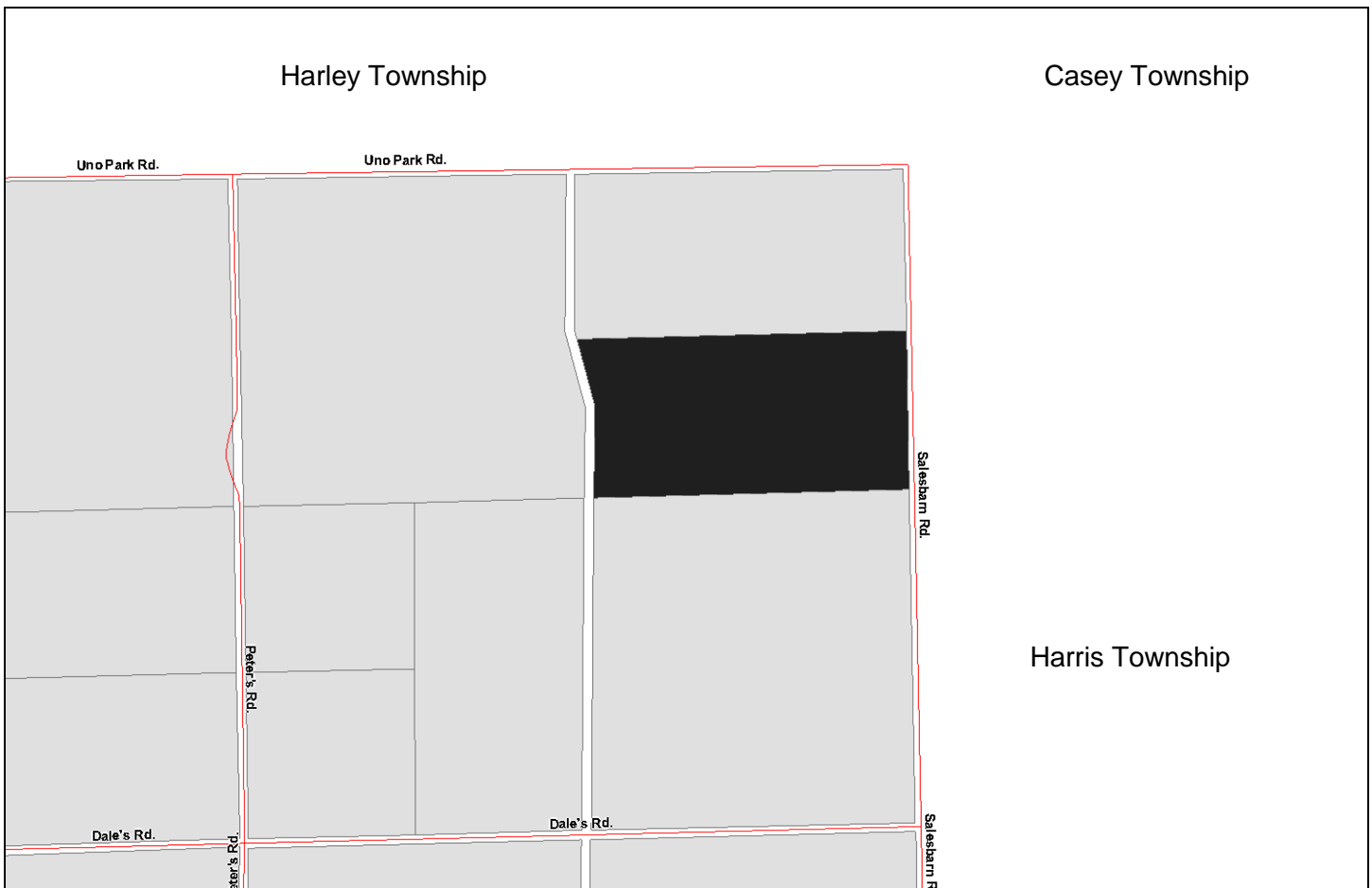
File #: ZBA-2015-04(D)
Owner: Adam Loach
Agent: Brenda Steep
Property: 118420 Sales Barn Road

A public hearing will be held to consider the Zoning By-law Amendment application:

Date: Tuesday, March 3rd, 2015
Time: 6:00 p.m.
Place: Council Chambers at City Hall, 325 Farr Drive, Haileybury

The purpose of the application is to allow the construction of a triplex on the subject property. The Zoning By-law allows up to 3 accessory (single detached) dwellings on a farm property to house farm help. The applicant would like to combine the 3 separate dwellings into one dwelling house (triplex).

The property is designated Agriculture in the Township of Dymond Official Plan and is Zoned Agriculture (A1) in the Township of Dymond Zoning By-law 984.



Any person may attend the public meeting and/or make written or verbal presentation to express support of, or opposition to, this application. If you are aware of any person who may be affected by this application, who has not received a copy of this notice, it would be appreciated if you would inform them of the application. Written comments on this application may be forwarded to the Planner prior to the hearing.

If a person or public body does not make oral submissions at a public meeting or make written submissions to the City of Temiskaming Shores before the by-law is passed, the person or public body is not entitled to appeal the decision of the Council of City of Temiskaming Shores to the Ontario Municipal Board.

If a person or public body does not make oral submissions at a public meeting, or make written submissions to the City of Temiskaming Shores before the by-law is passed, the person or public body may not be added as a party to the hearing of an appeal before the Ontario Municipal Board unless, in the opinion of the Board, there are reasonable grounds to do so.

Additional information pertaining to the application is available for review between 8:30 a.m. and 4:30 p.m. at City Hall, or by contacting the undersigned.

Dated this 11th day of February, 2015.

Jennifer Pye
Planner
City of Temiskaming Shores
325 Farr Drive
PO Box 2050
Haileybury, ON P0J 1K0
Tel: 705-672-3363 ext. 4105
Fax: 705-672-2911
jpye@temiskamingshores.ca

The Corporation of the City of Temiskaming Shores

By-law No. 2015-000

**Being a by-law to enact a Zoning by-law Amendment to amend
the provisions of the Agriculture (A1) Zone in the Township of
Dymond Zoning By-law 984 - 118420 Sales Barn Road
Roll No. 54-18-020-002-244.00**

Whereas pursuant to the provisions of Section 34 of the Planning Act, R.S.O. 1990 c.P. 13, as amended, the Council of a Municipality may enact by-laws to authorize the use of land, buildings or structures for any purpose set out therein that is otherwise prohibited;

And whereas By-law No. 984 regulates the use of land and the use and erection of buildings and structures within the Township of Dymond, now the City of Temiskaming Shores;

And whereas Council considered Administrative Report No. CGP-014-2015 at the March 17, 2015 Regular meeting of Council and directed staff to prepare the necessary by-law to amend the Township of Dymond Zoning By-law No. 984 to add an accessory triplex as a permitted use on the property for consideration at the April 7, 2015 Regular meeting of Council;

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

1. Schedule Changes

- a) Schedule "A" of By-law No. 984, as amended, is hereby further amended by rezoning Part of Lot 12, Concession 6, locally known as 118420 Sales Barn Road, as shown on Schedule "1" to this By-law, from the Agriculture (A1) Zone to the Agriculture Exception 14 (A1-E14) Zone as generally depicted on Appendix 01 attached hereto and forming part of this by-law.

2. Text Changes

- a) Section 2(30) is hereby amended by adding the following new definition:

2(30)(a.1) **ACCESSORY TRIPLEX DWELLING HOUSE:** means a dwelling house containing three dwelling units which is accessory to a permitted Non-Residential use and in which the dwelling units are occupied either by the family of the owner of such Non-Residential use or by the family of a person employed on the lot where such dwelling house is located.

- b) Section 15 is hereby amended by adding the following new subsection:

USES PERMITTED IN THE A1-E14 ZONE:

No person shall within any A1-E14 zone use any lot or erect, alter or use any building or structure for any purpose except one or more of the uses permitted in

Section 15(1)(a) and (b) of Zoning By-law 984 with the addition of “an accessory triplex dwelling house” under Section 15(1)(a)

ZONE PROVISIONS FOR THE A1-E14 ZONE:

No person shall within any A1-E14 zone use any lot or erect, alter or use any building or structure except in accordance with Section 15(2) and Section 3 of Zoning By-law 984, unless otherwise provided herein:

(c) DWELLING HOUSES PER LOT (maxima):

- (i) lot used as a farm - 3, provided such dwelling houses are accessory dwelling houses, or, 1 accessory triplex dwelling house

3. That all other provisions of By-law No. 984 shall continue to apply.
4. That the passing of this by-law shall be subject to the provisions of the *Planning Act*.
5. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the By-law and schedule as may be deemed necessary after the passage of this By-law, where such modifications or corrections do not alter the intent of the By-law.

Read a first, second and third time and finally passed this 7th day of April, 2015.

Mayor – Carman Kidd

Clerk – David B. Treen

Schedule "1" to By-law 2015-000

City of Temiskaming Shores



Rezoned from Agriculture (A1) to Agriculture Exception 14 (A1-E14)

Subject: Encroachment Agreements
for Accessible Ramps and Lifts

Report No.: CGP-015-2015
Agenda Date: March 17, 2015

Attachments

None

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CGP-015-2015; and
2. That Council delegates authority to the City Manager to enter into Encroachment Agreements for accessible ramps and lifts for single detached houses, semi-detached houses, townhouses and row houses which contain not more than two dwelling units in each house.

Background

On November 14, 2014 Temiskaming Shores Accessibility Advisory Committee (TSAAC) passed the following resolution:

Whereas “people who inhabit and visit houses we live in come in all shapes and sizes, ranging from infants to seniors, with various ever-changing abilities and skills” (CMHC Accessible Housing by Design);

And whereas, “As we grow up, grow old and welcome new people to our homes, our housing needs change” (CMHC Accessible Housing by Design)

And whereas, TSAAC recognizes that Accessible Ramps and Lifts are consistent with the principles of Universal Design;

And whereas, “a house or dwelling that is designed and constructed to reflect the principles of universal design will be safer and more accommodating to the diverse range of ages and abilities of people who live in and visit these home (CMHC Accessible Housing by Design)

And whereas, a ramp or a lift can be used to overcome changes in level on the outside of a home as an alternative to using stairs;

And whereas, residents would benefit by the City having policies in place that support the installation of ramps and lifts, and expedite approvals processes;

Now therefore be it resolved that: TSAAC recommends to Council that the following policies be put in place:

1. Comprehensive amendments to the Dymond, New Liskeard and Haileybury Zoning By-laws to permit an accessible ramp and lift to be constructed or

- installed on a lot with zero setback requirements, and consider accessible ramps and lifts as structures that are not subject to lot coverage calculations.
2. Delegate authority to the City Manager to enter into an encroachment agreement with a property owner for an accessible ramp and lift that may encroach onto City owned property.
 3. Amend the Building By-law to include a class of permit for an accessible ramp and lift and establish a flat rate fee of \$50 per building permit which is refundable following final inspection of the construction or installation.
 4. Amend the Building By-law to include a class of permit for other accessible upgrades to a home such as a bathroom at a flat rate fee of \$50 per building permit which is refundable following final inspection of the construction.

On December 16, 2014, Council considered Memo No. 030-2014-CGP regarding accessible home renovations, and passed Resolution No. 2015-013 to acknowledge TSAAC's recommendations and direct staff to initiate the processes required to implement these recommendations.

On March 3, 2015, Council passed By-law No. 2015-051 to amend Town of New Liskeard Zoning Bylaw, By-law No. 2015-052 to amend Township of Dymond Zoning By-law and By-law No 2015-053 to amend Town of Haileybury Zoning By-law. The By-laws will come into effect at the end of the prescribed 20 day appeal period. This satisfies TSAAC's recommendation No. 1.

On March 17, 2015 Council will consider Administrative Report No. CGP-012-2015 regarding proposed amendments to the Building By-law No. 2013-052 to reduce building permit application fees for accessibility upgrades to homes. This will satisfy TSAAC's recommendations No. 3 and 4.

Analysis:

It is anticipated that in the near future, the City will receive many requests from property owners to install accessible ramps and lifts that may encroach onto City-owned land. In most residential areas of the City, homes are set back from the front property line a distance of 6m–9m (19.7'-29.5') An accessible ramp is recommended to have a minimum of 1:12 slope. A typical home with 3 steps up to the front entrance would require a ramp that is 7.3m (24') long with additional area required for landings. On a site by site basis, the City may allow the ramp to encroach onto City-owned land if City operations such as snow removal will not be affected. A written agreement with the property owner can permit the encroachment and absolve the City of liability.

The City often enters into Encroachment Agreements with residents and businesses that have structures such as retaining walls which encroach onto City-owned land. The process takes approximately 5-6 weeks and costs the applicant \$300-\$500 in

legal and land titles fees to register the agreement on title. When a request is received the following process is implemented:

1. The proponent pre-consults with staff and applies for an Encroachment Agreement.
2. Staff make a site visit to confirm the extent of the encroachment and to determine if there are any concerns.
3. The application is circulated to City departments for their review and comment.
4. Once staff agree that the encroachment will not affect City operations, an Administrative Report and draft Encroachment Agreement are presented to Council. Then, the agreement is finalized and given to the applicant for their review and signature.
5. At the next meeting, Council considers passing a by-law to enter into the agreement and authorize the Clerk and Mayor to execute the agreement.
6. The Agreement is signed by the the Mayor and Clerk, then registered on title for the property.

In accordance with TSAAC's recommendation No. 2, staff propose to amend the above process to save time and reduce the complexity for accessible ramps and lifts for single detached houses, semi-detached houses, townhouses and row houses which contain not more than two dwelling units in each house.

Once the staff review is complete and it is determined that the ramp or lift will not affect City operations staff will present a draft Encroachment Agreement to the City Manager for review and signature. Staff propose that the executed agreement not be registered on title for the property, but be placed in the property file for future reference. Once the ramp or lift is no longer needed, the agreement can be easily revoked. It is anticipated that the process can be shortened to within 3-5 working days and there will be no cost to the owner.

An Encroachment Agreement for accessible ramps and lifts will include the following considerations:

1. Name and address of the beneficial property owner and legal description of the property
2. A sketch indicating the size and extent of the encroachment
3. The owner is responsible for the maintenance and repair of the encroachment and is not permitted to expand the encroachment without the City's permission.
4. The owner indemnifies the City from all loss, costs and damages which the City may incur, arising from the existence of the encroachment or the use, maintenance or repair thereof.
5. In the event that the City requires the land which is affected by the encroachment, the City will give notice to the owner and the owner at their sole cost will either reconfigure or relocate the encroachment in a manner acceptable to the City, or remove it.

Encroachment Agreements with owners of multi-residential properties and commercial / industrial properties will continue to require Council approval and the agreement will be registered on title for the property.

Staff recommends that Council pass a resolution to delegate authority to the City Manager to enter into Encroachment Agreements for accessible ramps and lifts for single detached houses, semi-detached houses, townhouses and row houses which contain not more than two dwelling units in each house.

Alternatives

No alternatives were considered.

Financial / Staffing Implications

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

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

Staffing implications related to this matter are limited to normal administrative functions and duties.

Submission

Prepared by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

Karen Beauchamp, MCIP, RPP, CMO
Director of Community Growth
and Planning

Christopher W. Oslund
City Manager

Subject: Cultivation of Municipal Land
Agreement with Philip Alexander

Report No.: CGP-016-2015
Agenda Date: March 17, 2015

Attachments

Appendix 01: Proposed By-law and Agreement

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CGP-016-2015;
2. That Council directs staff to prepare the necessary by-law to repeal By-law No. 2011-092 being a lease agreement with the late Jean Paul Bedard for consideration at the March 17, 2015 Regular meeting of Council; and
3. That Council directs staff to prepare the necessary by-law to enter into a lease agreement with Mr. Philip Alexander for cultivation purposes for consideration at the March 17, 2015 Regular Council meeting.

Background

Since 2002, Mr. Jean Paul Bedard has been leasing land in the area of the municipal sewage lagoons in Dymond for the purpose of cultivation which includes the process of seeding, growing, baling and removal of hay for use in the feeding of farm animals.

In May 2011, the City cancelled the existing lease agreement and issued a Request for Proposals for the lease of municipal land for cultivation purposes in order to open up the opportunity to other farmers and to obtain fair market value for the land lease. Mr. Bedard was the only person who responded to the Request for Proposals for the land in the area of the sewage lagoons.

On June 21, 2011 Council adopted By-law No. 2011-092 to enter into an agreement with Jean Paul Bedard to cultivate the land around the municipal sewage lagoons. The lease rate was \$400/year and the lease agreement expires on December 31, 2015.

Analysis:

For the past seven or more years, Mr. Philip Alexander has had an agreement with Mr. Bedard to cut the hay on this land. Mr. Bedard passed away in October of 2012 and his family has recently sold the farm that abuts the lagoon property. Mr. Alexander is interested in having the agreement transferred into his name so that he

can continue to cut the hay. Mr. Alexander has also expressed an interest in a multi-year agreement with a five (5) year term or longer.

Staff contacted Mrs. Bedard on March 11, 2015 to confirm that she is no longer interested in the lease agreement (By-law No. 2013-092) and has no objections to the City entering into an agreement with Mr. Alexander. Staff advised Mrs. Bedard that the City will send her a formal letter confirming that the lease agreement has been cancelled.

Since the existing agreement, By-law No. 2013-092 does not expire until December 31, 2015, Staff recommends that By-law No. 2013-092 be repealed and that staff be directed to prepare the necessary by-law to enter into a five (5) year lease agreement with Mr. Philip Alexander for the term of March 17, 2015 to December 31, 2020 at a lease rate of \$400/year.

Paragraph 4 of the agreement states, *“The Benefactor shall not be entitled to fertilize the Lands or to use pesticides or herbicides on the Lands without the prior written consent of the City.”* Mr. Alexander requested that the agreement be revised so that he would be permitted to fertilize the lands as this is a common farming practice. The Director of Public Works advised Mr. Alexander that due to recent operational concerns at the Dymond lagoons related to effluent quality and exceedance of allowable nitrogen and phosphorous levels, the City will not permit any further application of fertilizer on the property.

Mr. Alexander confirmed that the land has been fertilized in the past and the fertilizer is expected to last another five years, at which time he will likely not renew the lease agreement because without fertilizer the hay will be of poor quality.

Alternatives

No alternatives were considered.

Financial / Staffing Implications

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

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

The Treasurer advises that the revenues over the term of the lease agreement are \$2400 which will be directed to the Community Development Reserve.

Staffing implications related to this matter are limited to normal administrative functions and duties.

Submission

Prepared by:

Reviewed and submitted for
Council's consideration by:

“Original signed by”

“Original signed by”

Karen Beauchamp, MCIP, RPP, CMO
Director of Community Growth
and Planning

Christopher W. Oslund
City Manager

The Corporation of the City of Temiskaming Shores

By-law No. 2015-000

Being a by-law to authorize a Lease Agreement with Phillip Alexander to permit the use of Municipal Land for Cultivation Purposes (Dymond Wastewater Lagoon Area)

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

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

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

And whereas Council considered Administrative Report No. CS-013-01-2011 at the June 7, 2011 Regular meeting of Council resulting in the adoption of By-law No. 2011-092 to enter into an agreement for the cultivation of hay from the South Part of Lot 6, Concession 3, Dymond Township, Reference Plan TER107, Part 1, Parcel 15630SST (approximately 14 ha. – 35 acres);

And whereas Council considered Administrative Report No. CGP-016-2015 at the March 17, 2015 Regular meeting of Council and directed staff to prepare the necessary by-law to enter into a lease agreement with Mr. Phillip Alexander to permit the use of municipal land for cultivation purposes.

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

1. That the Mayor and Clerk be authorized to execute the lease agreement with Mr. Phillip Alexander for the use of municipal land for cultivation purposes, a copy of which is attached hereto as Schedule "A" and forms part of this by-law.
2. That By-law No. 2011-092 is hereby repealed.
3. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

Read a first, second and third time and finally passed this 17th day of March, 2015.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law No. 2015-000

Lease Agreement between

The Corporation of the City of Temiskaming Shores

and

Mr. Phillip Alexander

for the Cultivation of Hay on Lands owned by
The City of Temiskaming Shores
(Dymond Wastewater Lagoon Area)

THIS AGREEMENT, made this 17 day of March 2015.

BETWEEN:

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES
(Hereinafter referred to as the "the City")

and:

PHILIP ALEXANDER
(Hereinafter referred to as "the Benefactor")

WHEREAS the City is the owner of real property legally described as:

Area of Municipal Sewage Lagoons, Dymond Township – Part of South Part Lot 6, Concession 3, Dymond Township; Reference Plan TER107, Part 1, Parcel 15630SST; Approximately 14 ha. (35 acres); as shown in Red on Schedule "A."

Formerly the Township of Dymond, now in the City of Temiskaming Shores, (hereinafter referred as "the Lands");

AND WHEREAS the Benefactor wishes to use the Lands for cultivation purposes;

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES HEREIN CONTAINED, THE PARTIES AGREE AS FOLLOWS:

1. The word "Cultivation" as used in this agreement, shall mean the process of seeding, growing, bailing and removal of hay for use in the feeding of farm animals.
2. The Benefactor shall have the right to use the Lands for cultivation for the term of this Agreement which commences March 17, 2015 and ends December 31, 2020 unless the Agreement is terminated early by either party.
3. The Benefactor shall have no right to use the Lands for any other purpose than cultivation, and shall commit no act on the Lands which would constitute a nuisance to any other person.
4. **The Benefactor shall not be entitled to fertilize the Lands or to use pesticides or herbicides on the Lands without the prior written consent of the City.**
5. At the termination of this Agreement, the Benefactor shall leave the Lands in no worse condition than existed at the date of signature of this Agreement.
6. The Benefactor shall pay to the City for the rights granted herein, the sum of \$400 per annum, payable in advance on or before the 1st day of May in each year.
7. Either party may terminate this agreement on not less than thirty (30) days written notice to the other. Unless the Lands are required by the City for an immediate purpose, it shall terminate the Agreement in any year until the Benefactor has had a reasonable opportunity to remove his hay crop from the Lands.

8. The Benefactor shall indemnify and save harmless the City from and against any and all liabilities, claims, damages, actions and causes of action arising from his use of the Lands.
9. The Benefactor shall on or before the 1st day of May in each year, provide proof of liability insurance in the amount of \$2 million for the lands and all activities carried out thereon during use by the Benefactor.
10. The Benefactor shall not be entitled to assign the benefit of this agreement without the consent in writing of the City, which consent may be unreasonably withheld.

IN WITNESS WHEREOF THE PARTIES HAVE SET THEIR HANDS AND SEALS ON THE DATE FIRST ABOVE WRITTEN.

THE CORPORATION OF THE
CITY OF TEMISKAMING SHORES

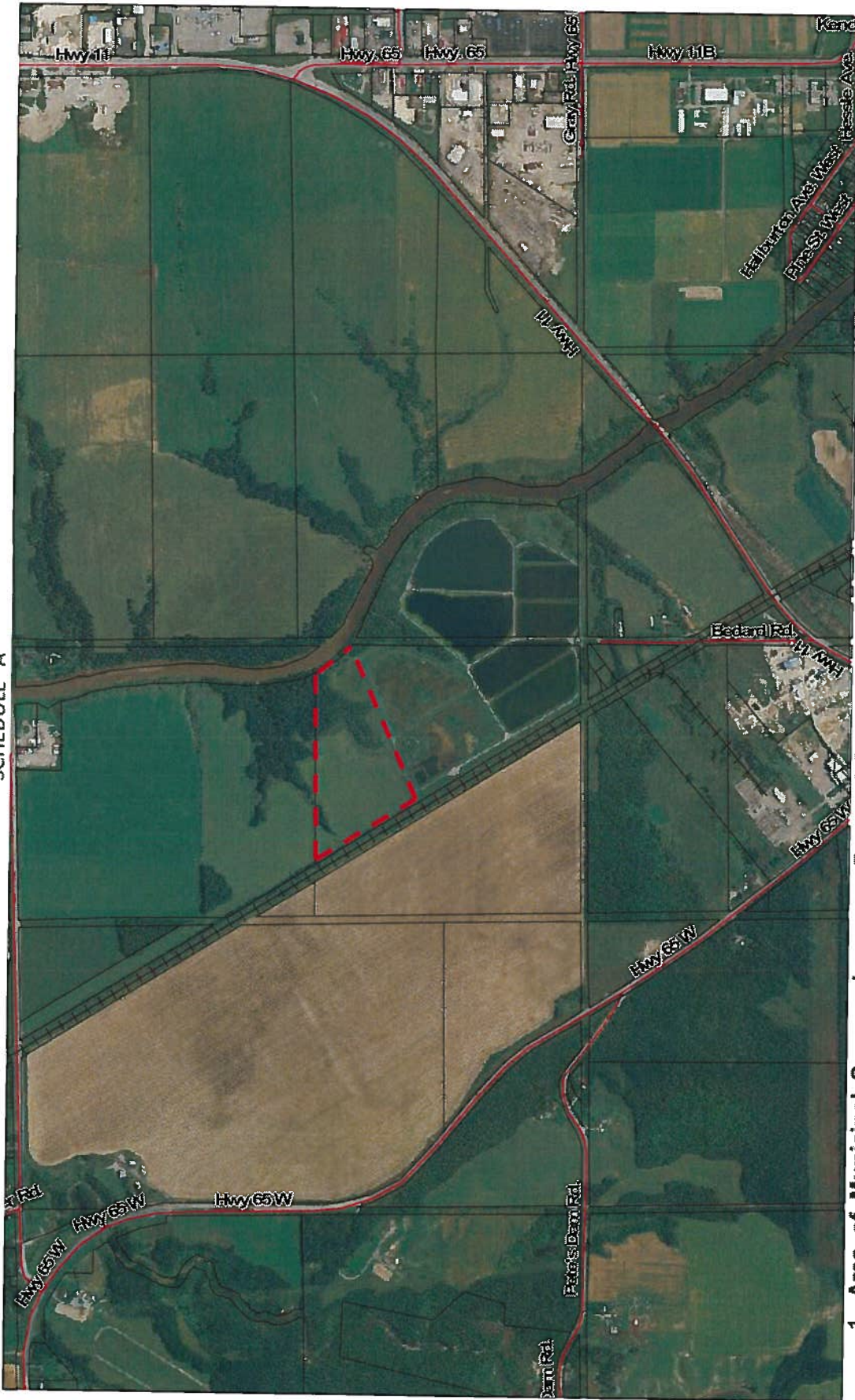
MAYOR

CLERK

Brenda Macinn
Witness

Phillip Alexander
Phillip Alexander
804191 Golf Course Road
RR2
New Liskeard, ON P0J 1P0

SCHEDULE "A"



1. Area of Municipal Sewage Lagoons, Dymond Township - South Part Lot 6, Concession 3, Dymond Township; Reference Plan TER107, Part 1, Parcel 15630SST; Approximately 14 ha. (35 acres);

Subject: Temiskaming Shores Information
Technology Capital

Report No.: CS-012-2015
Agenda Date: March 17, 2015

Attachments

None.

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-012-2015; and
2. That Council directs staff to proceed with the purchase of a Back-up & Recovery System as well as the Network Security & Management Project in order to capitalize on special pricing discounts in the amount of \$54,920.46 plus applicable taxes.

Background

The City's backup and recovery method currently being used has failed and is not meeting Municipal Information Retention Standards. Some raw information such as tax and financial data is backed up using an unreliable and inefficient method. Currently the City's servers are not backed up. In addition, the network storage device that was storing all of the restoration points has recently failed.

Analysis

The City is at a critical stage with its backup and replication solution and is in urgent need of a security and management replacement. The original backup solution still being used is no longer functioning and is limited to old technology. The original management solution has limited functionality and has a substantial annual fee associated with it.

Since the completion of the server upgrade project in 2013, the City has significantly increased its data and complexity in its new IT infrastructure which requires more robust systems management and proper backups. The completed projects would allow the City to securely host and monitor its own backups, which would alleviate security concerns of the cloud-based service.

City staff is recommending a partnership with Dell to participate in a special government pricing program. The program would allow the City to realize approximately 30% in savings for the costs associated with the backup and replication appliance, security and management solution as well as the City's planned operational purchase desktop and laptop computers in 2015.

At the March 9, 2015 Corporate Services Committee meeting, the Committee carried a recommendation to preapprove the Data Backup Replacement and Network Security and Management Appliance due to a system failure on the current backup system and potential cost savings with bundling the purchase.

Staff is recommending to proceed with both capital projects as soon as possible as it is a more cost effective approach to serve our backup, replication, and security needs.

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

| <u>Project</u> | <u>Retail</u> | <u>Savings</u> | <u>Project Cost</u> |
|--------------------------------|----------------------|-----------------------|----------------------------|
| Backup & Recovery Solution | \$30,448.30 | \$9,134.49 | \$21,313.81 |
| Security & Management Solution | \$21,775.10 | \$6,532.53 | \$15,242.57 |
| Desktops & Laptops | \$26,234.40 | \$7,870.32 | \$18,364.08 |

Alternatives

No alternatives were considered.

Submission

Prepared by:

Reviewed and approved by:

Reviewed and submitted for Council's consideration by:

"Original signed by"

"Original signed by"

"Original signed by"

Brad Hearn
 IT Administrator

Shelly Zubyck, CHRP
 Director of Corporate Services

Christopher W. Oslund
 City Manager

Subject: Library Network and Information
Technology Merger

Report No.: CS-013-2015
Agenda Date: March 17, 2014

Attachments

Appendix 01: Information Technology Service Level Agreement – Temiskaming Shores Library

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-013-2015; and
2. That Council directs staff to develop the necessary by-law to enter into an agreement with the Temiskaming Shores Library for Network and Information Technology Services for consideration at the April 7, 2015 Regular Council meeting.

Background

Currently the Temiskaming Shores Library is responsible for operating their information technology servers, and networks. City staff has reviewed the IT services at the Library and have recognized redundancies.

In order to create efficiencies and reduce operating costs, City staff are recommending the decommissioning of Library servers, networking links and other redundant services while moving the Library's data to existing infrastructure.

Analysis

City staff has reviewed the Library's IT needs and have determined the City's corporate network can accommodate their requirements. This proposed agreement would benefit both library branches with enhanced services and timely support while reducing overall operating expenses.

The proposed merger would allow City staff to leverage the Library's repurposed servers and workstations to be configured to host a virtual desktop experience replacing 16 public computers. In turn, this would create efficiencies by upgrading applications, operating systems and reduce power consumption considerably while enhancing user experience.

Included in the agreement, as attached as Appendix 1, are provisions outlining acceptable use of computers and software in order to maintain the security of the City's network.

Staff is recommending to proceed with the Information Technology merger with the Library.

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

All duties and requirements associated with the proposed merger would be completed by the City's Information Technology staff.

Alternatives

No alternatives were considered.

Submission

Prepared by:

Reviewed and approved by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

"Original signed by"

Brad Hearn
IT Administrator

Shelly Zubyck, CHRP
Director of Corporate Services

Christopher W. Oslund
City Manager



City of Temiskaming Shores
IT Service Level Agreement
Temiskaming Shores Library
Computer & Technology Acceptable Use Policy

This agreement made this 7th day of April.

Between:

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

And:

The Temiskaming Shores Library
(hereinafter called the "Library")

Whereas the parties hereto have agreed to enter into this Service Level Agreement.

1. Nonprofit Status

The City hereby acknowledges the Library and its ability to purchase software and hardware from its affiliate TechSoup Canada; but under the supervision, guidance, and budgetary considerations of the Information Technology Division of the City. The Library may choose to upgrade its software and/or hardware independently from the City.

2. Virtual Training & Meeting

The City hereby acknowledges the need for the Library to attend virtual meetings and training sessions via webinars and online learning portals. If special software or security requirements are needed to ensure the use of these tools function, the Library is asked to submit a request to the City to remedy the issue in a reasonable timeframe.

3. Public Privacy

The City hereby acknowledges the need to not block or filter websites or keep computer user histories for intellectual freedom and right to privacy reasons on Public Access Computers. The City agrees to respect the Canadian Library Association's position on Information and Telecommunication Access Principles, Internet Access and Intellectual Freedom as per the Library's policy on Internet Filtering and Control of Information, Facilities-4.5.

4. Acceptable Use Policy

The Library hereby acknowledges the City's Acceptable Use Policy attached to this agreement.

Signed and Sealed in
the presence of)

Temiskaming Shores Library

Library CEO

Print Name: _____

Witness

Print Name: _____

**Corporation of the City of
Temiskaming Shores**

Municipal Seal)

Mayor – Carman Kidd

Clerk – David B. Treen

**COMPUTER AND TECHNOLOGY
ACCEPTABLE USE POLICY**

1. POLICY STATEMENT AND PURPOSE:

- 1.1 The City of Temiskaming Shores provides employees, elected officials and other organizations and individuals with access to *Computer and Network Services*, including Internet use and email, to be used for legitimate business purposes in serving the interests of the City. These technologies are valuable tools that enable *Authorized Users* to effectively carry out the City's business. As such, they must be used in a responsible and appropriate manner.
- 1.2 This Policy outlines the City's expectations regarding the use of these *Computer and Network Services* and sets clear parameters for *Authorized Users* to ensure clarity surrounding the use of this corporate resource. The use of this corporate resource is not a right but a privilege and is subject to the terms of this Policy. Prior to the use of the City's *Computer and Network Services*, all *Authorized Users* are required to read this Policy and electronically acknowledge their agreement to comply with it.
- 1.3 *Authorized Users* are expected to practice good judgment and to demonstrate a sense of responsibility and consideration of others when using the City's *Computer and Network Services*. All work undertaken shall be performed in an ethical and lawful manner, demonstrating integrity and professionalism by all users.

2. SCOPE:

- 2.1 This Policy applies to all *Authorized Users* of the City's *Computer and Network Services*.

3. DEFINITIONS:

- 3.1 "**Authorized Users**" includes all City employees (including full-time, temporary, part-time, and contract employees, volunteers, students and interns), elected officials and other authorized organizations or individuals such as independent contractors and agents.
- 3.2 "**Computer and Network Services**" means all:
- (i) computer software, data processing, hardware and equipment owned and/or leased by the City, including desktop, laptop, tablet, notebook, server or handheld computers (such as BlackBerry or other PDA), telephones, including IP, cellular or traditional phones, scanners, printers and fax machines and peripheral devices and removable media associated with the computer (such as USB memory sticks, CDs, etc); and,
 - (ii) transmission methods and services employed by the City's computer hardware and equipment, including wired, wireless and cellular networks, whether accessed from within the City's premises or elsewhere.
- 3.3 "**Non-public Information**" means information that is exempt or is potentially exempt from disclosure under the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56 or the *Personal Health Information Protection Act, 2004*, S.O. 2004, c. 3, Schedule A, or that is otherwise deemed confidential.

4. ACCESS:

- 4.1 *Authorized Users* have access to the City's *Computer and Network Services*.
- 4.2 Access to these *Computer and Network Services* enables *Authorized Users* to conduct City business, to perform assigned duties, to research and obtain information relevant to City business and to provide information to residents, businesses and business prospects of the City of Temiskaming Shores.

5. CITY PROPERTY:

- 5.1 All files and electronic communications, including email, Internet and web content systems, created on, generated by or transmitted through the City's *Computer and Network Services* are deemed to be the property of the City of Temiskaming Shores.
- 5.2 All files, electronic communication, including email, Internet and web content systems and any other program, software and hardware be removed from the hard drive and that the hard drive be formatted as to remove any and all remaining information from City Computer and Network Services prior to the disposal of such assets.

6. MONITORING:

- 6.1 All *Authorized Users* should be aware that the City has the ability to create activity records, including but not limited to, every Internet site visited and every message sent.
- 6.2 The City of Temiskaming Shores has no obligation to monitor or regulate the materials posted or distributed by *authorized users*, but may have cause to monitor *authorized users* usage to ensure proper working order, appropriate use by *authorized users*, and the security of City data. Routine "surveillance" of e-mail will be conducted only to the extent that just cause has been reasonably demonstrated, such as that which is required by law, or by legal obligations to third parties, or to protect its interests in the event of reasonable suspicion of crime or misuse, for example.

The City of Temiskaming Shores may retrieve the contents of any *authorized user* communications in these systems from time to time. Management may access user files, including archived materials of present or former *authorized users* without the user's consent for any purpose related to maintaining the integrity of the network, or the rights of the City of Temiskaming Shores or other users or for any other reasonable purpose.

Each *authorized user* is solely responsible for the distribution of any information they send through Internet-related systems, but the City reserves the right to scrutinize material posted or sent in order to determine suitability.

Authorized users may also be subject to limitations on their use of Internet-related resources."

7. USAGE:

- 7.1 The City's *Computer and Network Services*, including Internet and email systems, are corporate resources. The primary use of the *Computer and Network Services* is for business purposes.

- 7.2 Limited, occasional or incidental use of the *Computer and Network Services* for personal activities is acceptable, provided the privilege is not abused. Personal uses involving substantial expenditures of time, uses for profit or uses that would otherwise violate any City policy are not permitted. Any inappropriate, excessive or abusive usage may result in an Authorized User's access privileges being limited or revoked, and City employees may also be subject to disciplinary measures up to and including dismissal pursuant to the City's Employee Discipline Policy (By-law No. 2009-085, as amended).
- 7.3 The City reserves the right to filter and quarantine both inbound and outbound electronic content, including but not limited to email and web content, in order to ensure the availability, reliability and security of the *Computer and Network Services*.
- 7.4 The City retains the right to report any illegal violations to the appropriate authorities.
- 7.5 The City's existing corporate and human resources related policies also apply to conduct while using the City's *Computer and Network Services*.
- 7.6 *Authorized Users* are expected to adhere to the following:
- 7.6.1 *Authorized Users* shall not distribute outside of the City's internal network any *Non-public Information*, unless such distribution has been properly authorized and, where necessary, properly protected (e.g., encrypted, password-protected).
- 7.6.2 *Authorized Users* shall conduct email messaging in the same manner as they would other business correspondence, being mindful of the fact that email transmissions over the Internet are not secure and may be intercepted, and that email is subject to the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*. *Authorized Users* are responsible for all email sent from their individual user name and should take appropriate precautions to ensure that their password is changed regularly and is not shared with anyone, except within the terms of this Policy.
- 7.6.3 *Authorized Users* shall not, in any way, attempt to access confidential information to which they have not been previously granted access.
- 7.7 Social networking sites such as Facebook and MySpace are recognized as useful tools for communicating and collaborating with the public in appropriate circumstances. *Authorized Users* are to use these sites for City business purposes only as approved by the Authorized User's management.
- 7.8 *Authorized Users* must comply with copyright and licensing restrictions on any information which has been downloaded. Material which is viewed, copied, scanned, downloaded or saved from the Internet should be primarily related to City business.
- 7.9 *Authorized Users* must abide by vendor license agreements. Use of applications and/or data is subject to the vendor's license agreement and may not be reproduced in any form without

- permission from the vendor.
- 7.10 *Authorized Users* must protect proprietary information, including computer software and documentation belonging to the City, its customers, or vendors, in accordance with contractual restrictions and City policies.
- 7.11 Any acquisition of goods or services must be in accordance with the City's Purchasing Policies and Procedures (By-law No. 2009-012, as amended).
- 7.12 *Authorized Users* may not offer goods or services over the Internet or on the City's network for personal use, nor may they send "for sale or wanted to buy" messages on the Internet or by email.
- 7.13 *Authorized Users* are obliged to follow security and data practices provided by the City.
- 7.14 *Authorized users* who are permitted to access the City's *Computer and Network Services* remotely (e.g., from home) using a VPN connection and their personal computer must ensure that their personal computer is safe to use, including the use of a personal firewall and an up-to-date anti-virus scanner.
- 7.15 *Authorized Users* are required to report any damage to or loss of City property covered by this Policy to the Office of the Chief Administrative Officer immediately. The City is not responsible for any misuse of the *Computer and Network Services*. Persons found to be misusing the City's resources will be responsible for any costs or damages sustained by the City or a third party, and will be obligated to indemnify the City for any claims against the City.
- 7.16 Acceptable and appropriate usage includes, but is not limited to the following list:
- 7.16.1 Participating in professional, work-related research.
 - 7.16.2 Distributing work-related correspondence, minutes, agendas and reports
 - 7.16.3 Responding to public inquiries.
 - 7.16.4 Accessing work-related distance learning opportunities.
 - 7.16.5 Creating work-related information resources.
 - 7.16.6 Participating in work-related mailing lists or forums.
 - 7.16.7 Communicating with staff, elected officials, and appropriate outside bodies such as other levels of government, businesses, City partners, citizen groups and residents.
- 7.17 Unacceptable and inappropriate usage includes, but is not limited to, the following list. The only exception is in the performance of work-related matters as approved by a member of the

Department Director:

- 7.17.1 Accessing sites or transmitting material which violates any Canadian federal or provincial law or City by-law or directive, such as defamatory, discriminatory or obscene material or sites which, in the opinion of management, are inappropriate.
- 7.17.2 Accessing, displaying or storing email messages, graphics or images on the City's *Computer and Network Services* that are obscene, harassing or fraudulent or that are offensive and conducive to a poisoned work environment. (Inadvertently accessing an inappropriate site or receiving an email with an unacceptable attachment will not be considered a violation of this Policy. Printing, scanning, saving or forwarding inappropriate material, except as properly authorized, shall be considered a violation of this Policy.)
- 7.17.3 Distributing to members of the public, *Non-public Information* such as draft reports, confidential information or information without proper authorization and, where necessary, proper protection.
- 7.17.4 Downloading files or introducing removable media to City computers without virus scanning with an approved and up-to-date virus scanner. *Authorized Users* are responsible for ensuring that their virus scanning software is up-to-date.
- 7.17.5 Installing and using software banned for security reasons, including but not limited to: Kazaa, Morpheus, LimeWire, Donkey 2000, Bear Share, Gnutella, Nutella, iMesh, Blubster, and Instant Messaging applications such as AIM (AOL Instant Messenger), ICQ, NET, MSN or Windows Messenger, Yahoo Messenger Services and any other peer to peer software.
- 7.17.6 Downloading or storing on the City's Computer and Network services any non-work-related photo, music or video files or software unless authorized by the Chief Administrative officer in writing.
- 7.17.7 Sending chain letters, junk mail or broadcast transmissions (i.e., sending a single message to a large number of individual email addresses) unless approved by the Authorized User's management.
- 7.17.8 Using the Internet to access personal email accounts, including those provided by your personal Internet Service Provider (e.g. Rogers, Cogeco, Sympatico, Northern Tel, etc) and web-based email systems (e.g. Hotmail, Yahoo, gMail, etc.) from within the City's network. Note that this restriction refers to logging on and opening mailboxes in these email systems. *Authorized Users* may use the City's email system to correspond with users of any type of email system.
- 7.17.9 Participating in Internet chat groups or mailing lists that are not work-related.

- 7.17.10 Storing games, game-related data or personal web site material on any City network server.
- 7.17.11 Sending anonymous messages or accessing the Internet under another person's network identification.
- 7.17.12 Allowing others who are not *Authorized Users* to access and utilize the City's *Computer and Network Services*.
- 7.17.13 Sharing City accounts or passwords with any other person, except as authorized by the Office of the Chief Administrative Officer.
- 7.17.14 Making unauthorized copies of copyrighted software. It is the responsibility of individual department heads to ensure they obtain the appropriate software licensing and the responsibility of *Authorized Users* to obtain appropriate licensing for home computers.
- 7.17.15 Changing the configuration of the City's *Computer and Network Services* without authorization from the Office of the Chief Administrative Officer.
- 7.17.16 Circumventing City computer security measures, attempting to gain access to a City system for which proper authorization has not been given, probing the security at any computer site or accessing sites or tools dedicated to computer/network hacking.
- 7.17.17 Connecting unauthorized devices (including personal or vendor laptops) to the City's network without obtaining prior approval from the Office of the Chief Administrative Officer.
- 7.17.18 Leaving City computers logged on or unlocked when leaving the workplace for any extended period.
- 7.17.19 Live Radio Streaming over the internet using the City's Computer and Network Services.

8. AUDITING:

- 8.1 Where there are reasonable grounds to suspect that an Authorized User has abused or contravened this Policy, an audit of the Authorized User's usage may be undertaken, with or without notice to the Authorized User.
- 8.2 Usage audits of City employees may be requested by a member of the City's Senior Management Team.
- 8.3 Usage audits of elected officials may be requested by Council. Records required for the audit will be collected by and provided to the auditing body authorized by Council.
- 8.4 Usage audits of any Authorized User may be requested by law enforcement officials. In the event of such a request, records required for the audit will be to law enforcement as required by law or otherwise authorized by legislation.

9. COMPLIANCE:

- 9.1 Failure to comply with this Policy shall result in the Authorized User's access privileges being limited or revoked and City employees shall also be subject to disciplinary measures up to and including dismissal pursuant to the City's Employee Discipline Policy (By-law No. 2009-085, as amended).
- 9.2 Unauthorized duplication of copyrighted computer software violates the law and is contrary to our organization's standards of conduct. Unauthorized software duplication constitutes copyright infringement and may be punishable pursuant to the Canadian Copyright Act, R.S.C., c.C-42 s.s. 42 by a fine of up to \$25,000 and imprisonment for up to six months. Under certain circumstances, copyright infringement is an offence punishable by a fine of up to \$1,000,000 and imprisonment for up to five years.

Please be advised that this organization actively cooperates with the publishers of software products in reporting violations of copyright law. We will neither engage in nor tolerate the making or using of unauthorized software copies under any circumstances. Individuals who install illegal copies of software onto any computer at this organization will be subject to disciplinary action and may face prosecution.

10. ADMINISTRATION:

- 10.1 This Policy is administered by the Office of the Chief Administrative Officer.

11. RELEVANT LEGISLATION:

- *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56
- *Human Rights Code*, R.S.O. 1990, c. H.19
- *Copyright Act*, R.S., 1985, c. C-42
- *Criminal Code of Canada*, R.S., 1985, c. C-46
- By-law No. 2009-012, as amended, Purchasing Policies and Procedures for the City of Temiskaming Shores
- By-law No. 2009-085, as amended, Employee Discipline Policy for the City of Temiskaming Shores
- By-law No. 2005-025, as amended, Harassment Policy for the City of Temiskaming Shores
- By-law No. 2004-151, as amended, Employment Hiring Policy for the City of Temiskaming Shores

Subject: 2014 Annual Fire Department Report

Report No.: PPP-002-2015

Agenda Date: March 17, 2015

Attachments

Appendix 01: 2014 Annual Report

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PPP-002-2015 - 2014 Annual Report for informational purposes.

Background

By-law No. 2005-001 as amended, being a by-law to establish, govern and regulate the Temiskaming Shores Fire Department not only continues to provide direction and guidance with the development of a strong coordinated response to all requests for assistance from the residents of Temiskaming Shores, but also requires the Fire Chief to prepare and present the Annual Report for the Fire Department to Council.

Analysis

The provided annual report not only highlights the emergency responses that the Department responded to in 2014, but will also provide Council with a snapshot of the activities of the Department over an eight year period.

In 2014 the Temiskaming Shores Fire Department responded to 142 emergency calls for assistance which represents approximately a 16% increase in the number of calls from 2013. The majority of these responses included fire emergencies; fire alarm activations; carbon monoxide alarm activations; perceived emergencies, and response to natural gas leaks and motor vehicle accidents. Also included is information that will show comparisons to the emergency responses with regard to dollar loss incidents.

Of the 142 emergency responses identified approximately 51% of the responses were to residential occupancies which indicate that we continue to have a significant problem with these types of occupancies. It is interesting to note that out of the 142 responses only 15 responses were identified as contributing to the total estimated dollar loss of \$2,534,900 in 2014.

Other than three large loss fires in 2009, 2011, and 2014, dollar losses estimates have remained fairly consistent over the past eight years. This is a solid re-enforcement that the Temiskaming Shores Fire Department does have and provides appropriate, effective and efficient response capabilities considering the potential property saved in

2014 which was estimated at approximately \$1.5 million dollars. Had the fire department not responded appropriately and adequately a considerable amount of assessment value could have been lost.

Financial / Staffing Implications

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

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

Financial support from Municipal Council and the budget process continues to recognize the true value of the service being delivered. The volunteer and full-time fire department staff in the City of Temiskaming Shores continues to be a tremendous asset to the residents of the City.

Firefighter health and safety, training, fire station renovations, and vehicle replacement will continue to be the main concerns and issues for the 2015 and future year’s budgets.

Existing staffing levels of Volunteer Firefighters remain constant and sufficient; however routine assessment of the available volunteer compliment is undertaken to help ensure adequate response capabilities.

Alternatives

No alternatives were considered in the preparation of the report.

Submission

Prepared by:

Reviewed and submitted for
 Council’s consideration by:

“Original signed by”

“Original signed by”

 Timothy H. Uttley
 Fire Chief

 Christopher W. Oslund
 City Manager



ANNUAL REPORT 2014

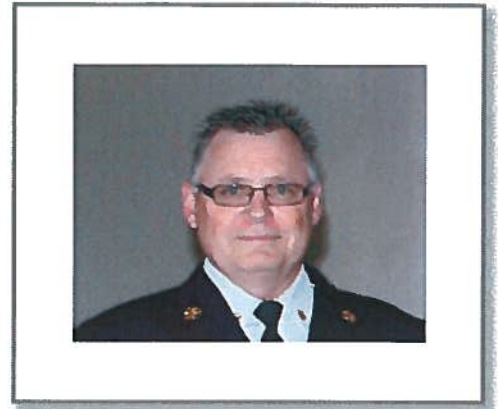
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MESSAGE FROM THE CHIEF

To Mayor Carman Kidd and Members of Council:

On behalf of District Chief Ian Mackey, District Chief Jamie Sheppard, and District Chief Steve Langford and the rest of the staff at the Temiskaming Shores Fire Department, I am pleased to submit our annual report for 2014. The report offers an insight into the efforts and achievements that the department has accomplished in the past year, and allows its readers to gain an understanding of the services we offer to our citizens.



I am extremely proud of the sixty six men and women who comprise our department. They are a highly dedicated, efficient, and skilled group of individuals who work in five divisions to form our team. They consistently strive to offer a service that our community can be very proud of.

In 2014 our department responded to the third lowest number of incidents in the past five years; however the dollar loss from fires for the year was the highest during that same five-year period. A significant amount of that dollar loss was as a result of an arson fire that occurred on November 29, 2014 at 36 Armstrong Street North in New Liskeard where damages amounted to just over 1.8 million dollars. Fortunately there were only minor injuries that day to two occupants, and subsequently one person was arrested and charged in connection to the incident.

Our efforts to keep our citizens safe are greatly enhanced due to the terrific support our department receives from all departments within the City of Temiskaming Shores, and also the Ontario Provincial Police and Emergency Medical Services. We are very fortunate that we enjoy such great working relationships with all other departments and agencies and their dedicated staff.

I would also like to thank Council for their continued support of our efforts and achievements. We appreciate that it is Council that determines the service level that we provide and further that Council recognizes the important role we play in making this a safe city in which to live. We look forward to your continued support in the years to come.

Also, I would like to thank you for allowing me to be your fire chief. I am blessed to be able to serve in this capacity and lead such a dedicated organization. I value the people I work with and witness their commitment daily. I am honored to be a member of this organization and of this community. I do not take this responsibility lightly, nor the safety of our citizens and our dedicated Firefighters.

Please take the time to thoroughly review this report and feel free to follow up with any questions, comments or concerns you may have.

Sincerely,

A handwritten signature in blue ink, appearing to read "Timothy H. Uttley". The signature is fluid and cursive, written over a white background.

Timothy H. Uttley
Fire Chief/CEMC

PRIMARY GOALS OF THE FIRE DEPARTMENT

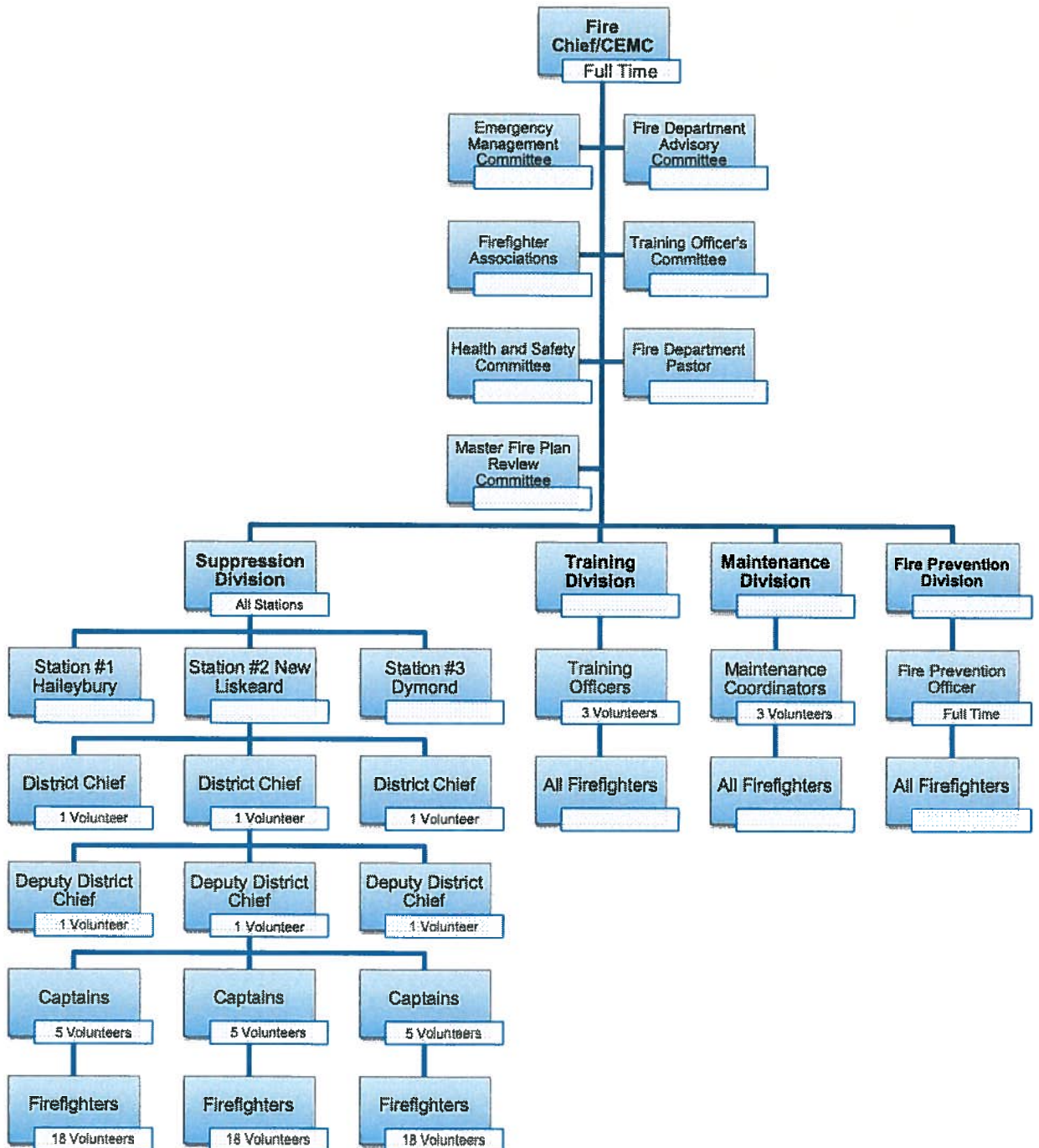
The goal of the fire department is to provide fire protection services through a range of programs designed to protect the lives and property of the inhabitants from adverse effects of fires, sudden medical emergencies or exposure to dangerous conditions created by man or nature; first to the municipality; second, to those municipalities requiring assistance through authorized mutual fire aid plan and program activities; and third, to those municipalities which are provided fire protection by the fire department via authorized agreement.

In order to achieve the goal of the fire department, necessary funding must be in place and the following objectives met:

- (a) Identify and review fire protection service requirements of the municipality,
- (b) Provide an administrative process consistent with the needs of the fire department,
- (c) Ensure that fire suppression apparatus, equipment and personnel are available within the municipality to provide adequate response to a citizen's call within a reasonable length of time,
- (d) Provide departmental training to an accepted standard which will ensure the continuous up-grading of all personnel in the latest techniques of fire prevention, fire suppression and control of emergency situations and to cooperate with other departments of the corporation with respect to management training and other programs,
- (e) Provide a maintenance program to ensure fire protection apparatus, including allied equipment, is ready to respond to emergency calls,
- (f) Provide an effective inspection program to:
 - Ensure through plan examination and inspection, compliance with applicable by-laws, legislation, statutes, codes and regulations,
 - Reduce and/or eliminate fire hazards.
- (g) Develop and maintain an effective public education system and educational program, with particular emphasis on children and seniors fire safety programs; and commercial, industrial and institutional staff training,
- (h) Ensure in the event of a major incident in the municipality, assistance to cope with the situation is available from outside departments and other agencies,
- (i) Develop and maintain a good working relationship with all federal, provincial and municipal departments, utilities and agencies, related to the protection of life and property,
- (j) Interact with other departments of the corporation respecting the aspects of fire on any given program,

Ensure these objectives are not in conflict with any other department of the corporation.

FIRE DEPARTMENT ORGANIZATIONAL CHART



2014 FIRE DEPARTMENT PERSONNEL CHART

| Name | Rank | Since |
|-----------------------|--------------------------|-----------|
| CHIEF OFFICERS | | |
| FULL-TIME | | |
| Uttley, Timothy | Fire Chief | 1998 |
| Langford, Steve | Fire Prevention Officer | 2013 |
| CHIEF OFFICERS | | |
| VOLUNTEER | | |
| Langford, Steve | District Chief | 1998 |
| Mackey, Ian | District Chief | 1998 |
| Sheppard, Jamie | District Chief | 1990 |
| Belanger, Steve | Deputy District Chief | 1990 |
| McNair, Rod | Deputy District Chief | 1978 |
| OFFICERS | | |
| VOLUNTEER | | |
| Beaubien, Gaston | Captain | 2002 |
| Belanger, Danny | Captain | 1993 |
| Bowering, Dave | Captain | 1990 |
| Brazeau, Darcy | Captain | 2001 |
| Brown, Kyle | Captain | 2002 |
| Courchesne, Paul | Captain | 1993 |
| Desjardins, Yvon | Captain | 1992 |
| Drinkill, Don | Captain | 1998 |
| Ethier, Andy | Captain | 1993 |
| Goddard, Sean | Captain | 2002 |
| Hallworth, Kevin | Captain | 1986 |
| Laforest, Rheel | Captain | 1986 |
| Manners, Mark | Captain | 1992 |
| Miller, Greg | Captain/Training Officer | 2006 |
| Tinney, Mike | Captain | 1991 |
| Hunting, Garrett | Training Officer | 1997 |
| FIREFIGHTERS | | |
| VOLUNTEER | | |
| Breault, Gilbert | Firefighter | 1978 |
| Elliott, Larry | Firefighter | 1998 |
| Piante, Damase | Firefighter | 1993 |
| Andrews, Garry | Firefighter | 1993 |
| Brazeau, Ron | Firefighter | 1992 |
| St. Louis, Eric | Firefighter | 1993 |
| Desjardins, Norm | Firefighter | 1998 |
| Shaver, Richard | Firefighter | 1995/2013 |
| Desjardins, Don | Firefighter | 1993 |
| Quenneville, Ron | Firefighter | 1998 |
| St. Louis, Debra | Firefighter | 1993 |
| Phaneuf, Darrell | Firefighter | 2001 |
| Knott, Derek | Firefighter | 2003 |

FIRE & EMERGENCY MANAGEMENT SERVICES • 2014 ANNUAL REPORT

| | | |
|---------------------|-------------------------------------|------|
| Beaudoin, Perry | Firefighter | 2007 |
| Rice, Bryan | Firefighter | 2007 |
| Little, Nick | Firefighter | 2005 |
| Drinkill, Greg | Firefighter | 2005 |
| Knight, Wayne | Firefighter | 2006 |
| Allard, Rheel | Firefighter | 2007 |
| Plante, Jocelyn | Firefighter/Acting Training Officer | 2007 |
| Plante, Mario | Firefighter | 2007 |
| Eckensviller, Ryan | Firefighter | 2007 |
| Breault, Gaetan | Firefighter | 2007 |
| Holtz, Wyatt | Firefighter | 2007 |
| Plante, Eric | Firefighter | 2018 |
| Plante, Joel | Firefighter | 2018 |
| Barton, David | Firefighter | 2018 |
| Acland, David | Firefighter | 2018 |
| Gervais, Mike | Firefighter | 2018 |
| Trottier, Richard | Firefighter | 2018 |
| Morris, David | Firefighter | 2018 |
| Laberge, Michel | Firefighter | 2018 |
| Boyce, Jason | Firefighter | 2013 |
| Goodyear, Tim | Firefighter | 2007 |
| Pye, Lawrence | Firefighter | 2013 |
| Del Monte, Matthew | Firefighter | 2013 |
| Catt, Dustin | Firefighter | 2013 |
| Belanger, Brandon | Firefighter | 2012 |
| Breault, Justin | Firefighter | 2012 |
| Brazeau, Raymond | Firefighter | 2012 |
| Winter, Nathan | Firefighter | 2012 |
| Eckensviller, Jason | Firefighter | 2013 |
| Eric Cummings | Recruit Firefighter | 2014 |
| Ian Laferriere | Recruit Firefighter | 2014 |

EMERGENCY ACTIVITY

Emergency Response Calls¹

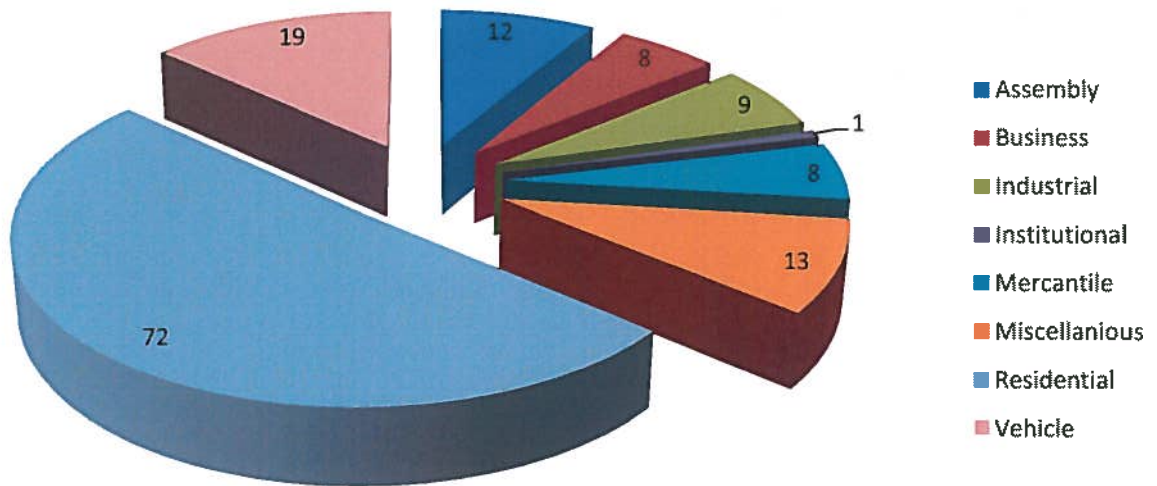
| Response Type | # of Incidents | % of Total |
|---|----------------|-----------------|
| Fire | 15 | 10.56 |
| Explosion | 1 | 0.70 |
| No loss outdoor fire | 5 | 3.52 |
| Overheat (no fire, e.g. engines, mechanical devices) | 2 | 1.41 |
| Pot on stove (no fire) | 1 | 0.70 |
| Open air burning (unauthorized controlled burning) | 1 | 0.70 |
| Other pre fire conditions (no fire) | 1 | 0.70 |
| Alarm system equipment - malfunction | 14 | 9.36 |
| Alarm system equipment – accidental activation | 6 | 4.23 |
| Human – malicious intent, prank | 3 | 2.11 |
| Human – perceived emergency | 17 | 11.97 |
| Human – accidental (alarm accidentally activated by person) | 3 | 2.11 |
| CO false alarm – perceived emergency (no CO present) | 12 | 8.45 |
| CO false alarm – equipment malfunction (no CO present) | 12 | 8.45 |
| Other false fire call | 11 | 7.75 |
| Gas leak – natural gas | 10 | 7.04 |
| Gas Leak - Propane | 1 | 0.70 |
| Gas Leak - Refrigeration | 3 | 2.11 |
| Spill – Gasoline or Fuel | 1 | 0.70 |

FIRE & EMERGENCY MANAGEMENT SERVICES • 2014 ANNUAL REPORT

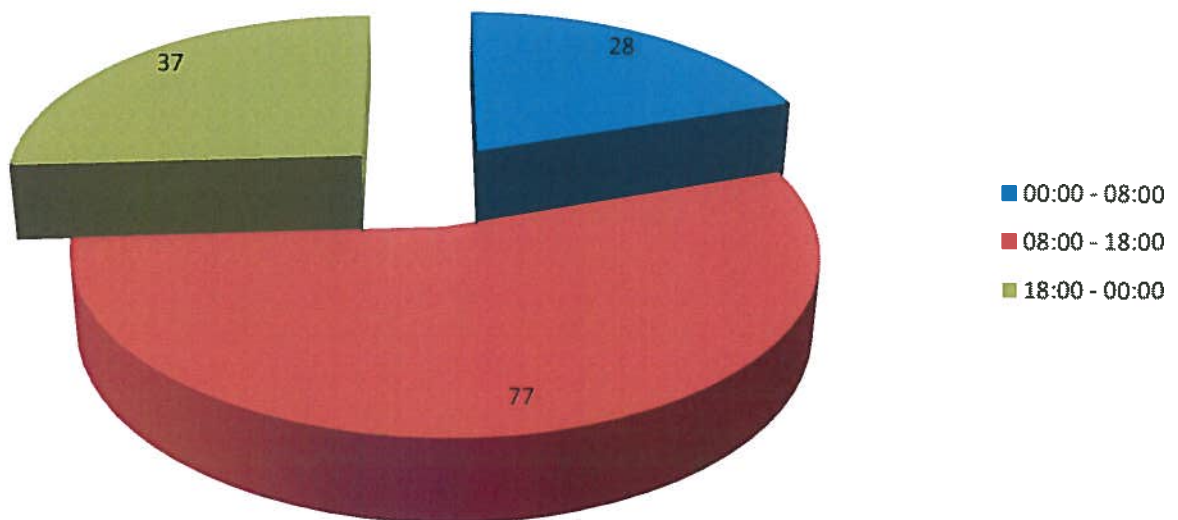
| | | |
|--------------------------------|---------------------|------|
| Spill – Toxic Chemical | 1 | 0.70 |
| Ruptured Water – Steam pipe | 2 | 1.41 |
| Power lines down, arcing | 2 | 1.41 |
| CO incident, CO present | 4 | 2.82 |
| Vehicle Extrication | 5 | 3.52 |
| Vehicle collision | 2 | 1.41 |
| Assisting other FD: mutual aid | 4 | 2.82 |
| Call cancelled on route | 3 | 2.11 |
| | | |
| Total No. of Responses | 142 | |
| | | |
| Total \$ Loss | \$ 2,534,900 | |
| Total \$\$ Saved | \$ 1,486,500 | |

¹Includes 7 Emergency Responses to Harris

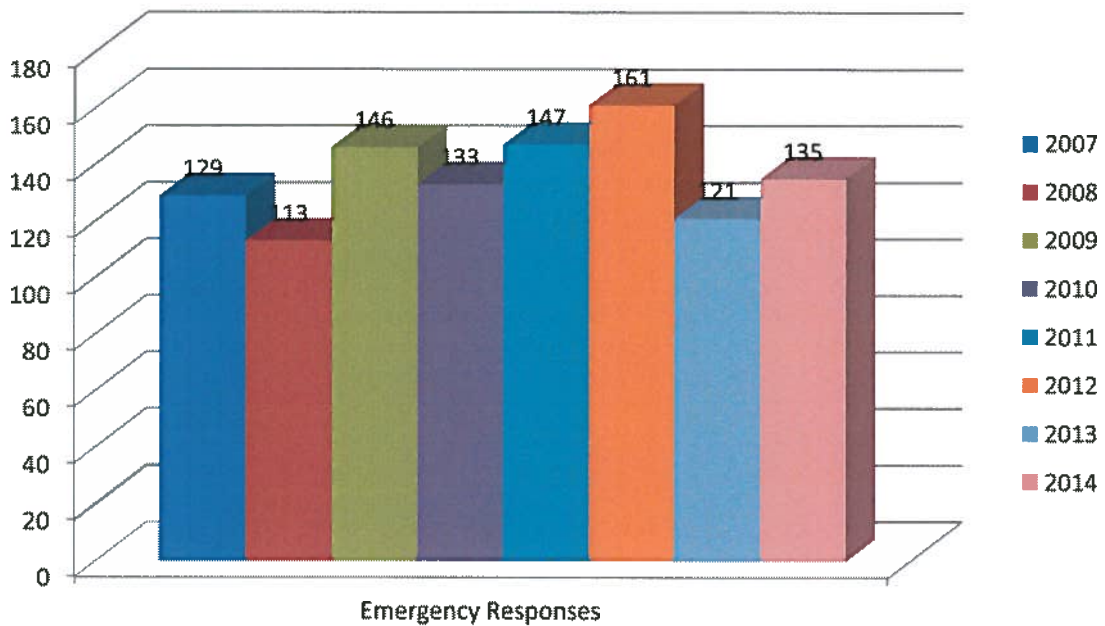
EMERGENCY RESPONSES BY OCCUPANCY



INCIDENTS BY TIME OF DAY

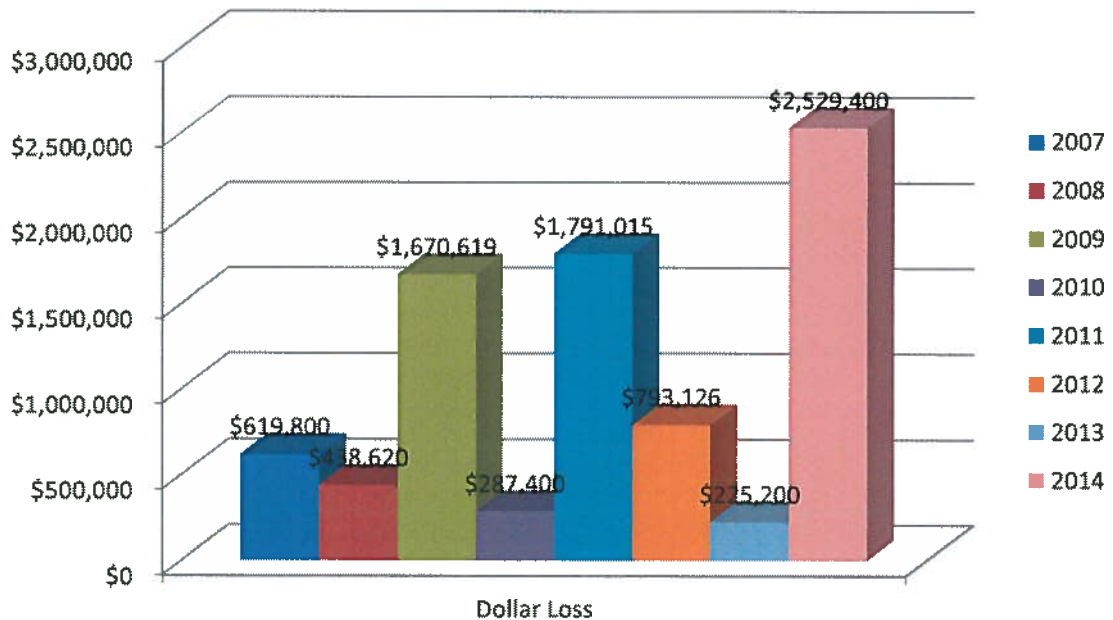


EMERGENCY RESPONSE CALLS 2007 - 2014¹



¹Temiskaming Shores Only

DOLLAR LOSS 2007 - 2014¹



¹Temiskaming Shores Only

2014 SIGNIFICANT EVENTS



Paget Street Fire August 2014

In August 2014 fire crews responded to the report of a structure fire with two persons trapped at 116 Paget Street in New Liskeard. 27 Firefighters from all 3 fire stations were on scene for approximately 9 hours before the fire was declared out. Damages were estimated at about \$257,400 and the building was destroyed. Because of the quick actions taken by neighbours, police and firefighters, the two occupants of the building were rescued and there were no reported injuries. The fire was not considered suspicious however the exact cause of the fire was undetermined. Subsequently there were charges laid against the owner of the property for failing to install smoke alarms, and an order to demolish the building was executed due to safety concerns.

2014 SIGNIFICANT EVENTS



Armstrong Street Fire November 2013

On November 29, 2014 an occupant at 36 Armstrong Street called the fire department and reported the building was on fire and advised she was trapped and couldn't get out. As a result of the quick response of both Volunteer Firefighters, 5 members of the OPP, and 3 City employees, 2 occupants trapped in the building were rescued and taken to hospital with non-life threatening injuries. 49 Firefighters from the fire department responded from all three fire stations and spent about 14 hours extinguishing the fire. The fire caused approximately \$1.8 million in damages to the Glen Walton building and surrounding properties. The cause of the fire was determined to be arson and one person was later charged and taken into custody by officers from the Ontario Provincial Police.

2014 SIGNIFICANT EVENTS



On November 14, 2014 at approximately 4am in the morning, a snow plow operator noticed a bus on fire at Stock Transportation at 580 Main Street in Haileybury. 13 Firefighters from the Haileybury Station responded and upon arrival the fire had extended to three other busses. It took fire crews approximately 40 minutes to bring the fire under control and in all 3 buses were destroyed and a fourth bus received heat damage. The fire caused approximately \$227,000 in damages; however the damage could have been much greater had it not been for the quick action of the plow operator to call 911. The possible cause of the fire was determined to be as a result of electrical failure.

FIRE PREVENTION DIVISION

- 
- **Enforcement of the Ontario Fire Code**
 - **Enforcement of the Fire Protection and Prevention Act**
 - **Fire Investigations**
 - **Fire Safety Educational Programs**
 - **School Fire Safety Education**
 - **Retrofit Inspections**
 - **Complaint and Request Inspections**
 - **Open Air Burning Inspections and Approvals**
 - **Investigation and Resolution of Inquiries and Complaints**
 - **Fire Safety Plan Review and Approval**
 - **Enforcement of Fire-related Municipal By-laws**
 - **Inspection of Specialized Occupancies**
 - **Inspections Related to Licensing and Premises for Liquor Licenses**
 - **Development and Review of Risk Assessments**

INTRODUCTION

In accordance with the Fire Protection and Prevention Act, 1997, Municipalities are responsible for the provision of fire protection services within their areas of jurisdiction. Provisions for public fire safety education and certain components of fire prevention are included as part of municipal responsibility for fire protection.

Fire protection can be organized based on 3 lines of defence:

1. Public Education and Prevention

Educating residents as a means for them to fulfill their responsibilities for their own fire safety is the best way to reduce the incidence of fire. Residents must be educated to take responsibility for their own fire safety and to take the steps necessary to prevent fires. For example, individuals are responsible for the safe use of candles, heating devices, cooking materials and procedures, smoking materials, etc.

2. Fire safety standards and code enforcement:

By ensuring that buildings have the required fire protection systems, safety features, etc., fire damage and casualties will be reduced. When it becomes obvious that voluntary compliance with recognized best practice is not taking place, legislation has been enacted to require compliance (e.g. the installation of smoke alarms and the granted authority to penalize those who will not comply).

3. Emergency response (suppression):

Emergency response is the failsafe aspect for those times when fire does occur. Destructive fire cannot be eliminated totally - there will continue to be fires, whether accidental, deliberate or natural. In those cases, services must be available to respond and lessen the impact.

The Temiskaming Shores Fire Department remains committed to meeting the needs of our community by addressing the issues that affect fire safety, through effective utilization of available resources, and by ensuring the municipality continues to meet its legislative obligations.

FIRE PREVENTION

Once again the fire prevention division has successfully met the mandate of the fire department and the demands of the community. The division was able to deliver an effective and efficient level of service throughout the city.

The ever expanding role of the fire prevention division includes fire prevention, public education and fire investigation services. These initiatives are accomplished by enforcement of various codes and legislation, performing routine fire safety and compliant inspections, dealing with mandated code compliance issues, enforcing municipal by-laws, issuing and approval of various permits, and the review of various construction plans.



On a regular basis, the fire prevention division is also responsible to assist with conducting fire investigation, general inspections, retrofit inspections, inspections for licensing, the review of fire safety plans, public education and the investigation of complaints. Many other inspections are conducted at the request of law firms, mortgage companies, day care centres, lodging homes and those needing liquor licenses.

Our fire prevention officer is committed to educate owners of their responsibilities under the Ontario Fire Code. Every effort is made to help and assist owners gain compliance. There are times however, when owners refuse or fail to comply. In these instances, staff may issue provincial offence tickets or pursue matters in Provincial Offences Court.

Fire safety planning is also an important function of the fire prevention division. Fire Safety Plans provide instructions and procedures for dealing with the various aspects of fire safety relating to a specific building or property. When designed and implemented correctly, they can significantly reduce the incidences and impact of fire to improve fire safety in their facility. With this in mind, our fire prevention officer assists owners with this responsibility.

In an effort to help ensure that the minimum standard of fire and life safety is maintained throughout the City of Temiskaming Shores, the fire prevention division conducted inspections of numerous types of building occupancies to help make certain that building owners were complying with the requirements of the Ontario Fire Code. Routine Fire Code inspections of restaurants, schools, group homes, public halls were also completed. During 2014 there were a total of 430 fire safety inspections conducted that included the following:

| <i>Fire Safety Inspections Conducted By Reason - 2014</i> | | | | | | |
|--|------------------|----------------|------------------|------------------|---------------|-----------------------|
| Request | Complaint | Routine | Licensing | Follow-up | Annual | Burning Permit |
| 27 | 46 | 107 | 2 | 108 | 4 | 136 |

CODE ENFORCEMENT

Municipalities are responsible for inspections of properties when:

- A complaint is received regarding the fire safety of a property; or
- A request is made to assist a property owner or occupant to comply with the Fire Code and the involvement of the Chief Fire Official, or his/her designate may be required by the Ontario Fire Code.

In addition to the above, Council passed by-law 2010-014 being the Fire Prevention Policy for the fire department. This policy establishes policies and procedures in addition to those established by the Fire Protection and Prevention Act.

In 2012 the City of Temiskaming Shores contracted Fire Underwriters Survey to undertake and evaluation of fire protection services. Part of this evaluation included the general review fire prevention, inspection and investigative activities of the department and three recommendations were made as part of that review. In 2013 – 2014, Municipal Council established a Master Fire Plan Review Committee to review the Temiskaming Shores Fire Protection Services Study, and make recommendations for revision to the Fire Department Master Fire Plan. In addition to the Master Fire Plan, revisions to the Fire Prevention Policy will also be made and presented to Council by separate document in 2015.



PUBLIC EDUCATION

The Fire Protection and Prevention Act require municipalities to establish a program, which must include Public Education.

The Temiskaming Shores Fire Department continues to actively promote fire prevention in our community, however much work remains to be done. Fire prevention encompasses a broad range of activities with objectives intended to reduce loss of life and property resulting from fire. One aspect to this, as indicated earlier, relates to inspections and code enforcement, while another and equally important aspect relates to public fire safety education. Currently the Fire Prevention Officer handles both fire prevention inspections, and fire safety education programs, with support from Volunteer Firefighters. The fire prevention division has the ongoing task of promoting fire safety within our community. Fire safety programs and messages encompass a broad range of issues. The programs and messages promote fire safety practices to the public at large, and also are directed at individuals for purposes of reinforcing fire safety behaviours that affect persons individually.

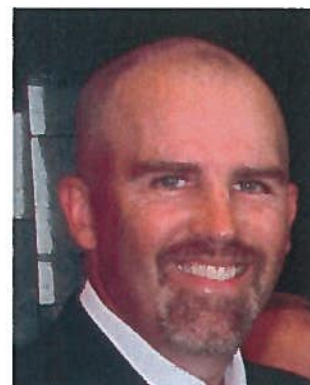
Quite often there are specialized messages for specific groups that have demonstrated special fire safety needs. These specialized messages are delivered through various programs put in place to target high-risk age groups. These programs and associated messages are used to develop positive behaviours, change negative behaviours and provide a constant, steady reminder of fire safety issues.

One such initiative that was undertaken in 2013 was the installation of four Forest Fire Hazard rating signs. These signs have had a significant positive impact with assisting informing the general public on the forest fire rating conditions in order heighten their awareness. These signs also inform our residents when Fire Bans or Restricted Fire Zones are in effect. The signs are installed in the following location; Dymond Fire Station, Chamber of Commerce building, Haileybury Fire Station and at Bucke Park.

Another initiative undertaken in 2014 that has proven to assist the department in getting specialized seasonal messages out to our residents has been through prevention staff participating in CJTT's Morning Chat program. Through this voice medium, general fire safety messages are delivered throughout various times during the year. In 2014 the fire prevention officer attended and participated in this program on six occasions. This has proven very effective with making the public aware of current fire safety issues.

Fire safety presentations are an invaluable tool and allow the fire prevention division to provide fire safety information to many varying groups and organizations throughout the city such as: industry, students (elementary/secondary/post-secondary), group homes, senior homes to name a few. Throughout 2014 our fire prevention officer delivered 33 presentations for over 52 hours, and educating approximately 776 persons on fire safety.

In addition to the above, fire safety information was promoted by advertising through print, voice and media as well as through printed materials being distributed by fire department personnel.



Steve Langford
Fire Prevention Officer

To help to fulfill our responsibilities under the Fire Protection and Prevention Act the following fire safety programs are utilized:

Alarmed For Life Program

The Alarm for Life Program is a home smoke alarm safety check program geared to ensuring all homes have a working some alarm on each level of the home and outside sleeping areas, and providing information on proper escape behaviors and other fire safety issues. By legislation the municipality is required to provide public education on smoke alarms, and this program addresses that requirement

Older and Wiser Program

The Older and Wiser Program is a fire safety education program geared to older adults 65 years of age and over. Statistics continue to show that adults over the age of 65 are at greatest risk of being killed or injured during a fire. It is because of this risk factor for older adults, and the fact that Temiskaming Shores continues to attract this age group to our city that we need to prioritize getting our fire safety messages to them.

TAPP-C Program

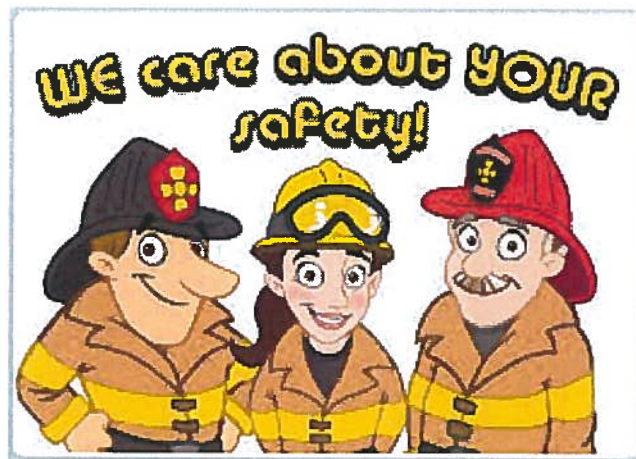
The TAPP-C Program (juvenile firesetter intervention program) is a program that brings together fire service and counseling professionals to help families deal effectively with children and teens involved in fire-play. Fire service professionals educate children and their families about fire safety practices. Counseling professionals assess the risk of continued fire involvement and help children and their families deal with problems that may contribute to the fire setting. TAPP-C is available to children from 2 to 17 years of age.

FIRE SMART

Ontario Ministry of Natural Resources - as partners in protection we actively participate in distributing wildfire prevention information. In order to assist the public in getting easier access to information on the forest fire hazard rating, signs have been implemented and installed in four key locations in Temiskaming shores. The forest fire hazard rating information for our immediate area is found on the Ministry of Natural Resources forest fire indices web site. The rating signs are updated regularly and daily when the forest fire Rating is at medium or higher. When a Fire Restricted Zone or a municipal Fire Ban is in effect, the information will also be displayed at the bottom of all four forest fire hazard rating signs.

SUMMARY

Certainly without the support of all members of the fire department, and Council's commitment to the fire prevention program, we would not be able to show that our programs do make a difference in bottom-line effectiveness such as lowering rates of fires, deaths, injuries and/or dollar loss as well as changing fire safety attitudes, awareness and behaviours.



MAINTENANCE DIVISION

"Constant readiness" of all equipment and personnel is essential in the effectiveness of a Fire Department. All equipment must be ready to operate at any time.



The Maintenance Division is responsible for routine maintenance of the fire stations, fire apparatus and support equipment. This division is also responsible for some minor repairs, preventive maintenance and coordinating the annual testing of fire department equipment and apparatus. Some of the major maintenance items that are not performed by fire department personnel include the annual certification of all apparatus, ladders and breathing apparatus. Municipal staff and private contractors perform these tasks.

The Maintenance Division also provides support to Fire Administration, the Training Division, Fire Prevention Division, and on special projects as needed. Currently there is one Volunteer Maintenance Coordinator assigned at each of the three fire stations. Honourariums are provided for each Volunteer Maintenance Coordinator in the amount of \$ 700 per month.

TRAINING DIVISION

Training and educational resource programs express the philosophy of the overall fire department organization and are central to our mission and goals.

The Training Division's primary responsibility is to provide training programs that meet the legislative requirements of the Ontario Fire Protection and Prevention Act (FPPA), and the Occupational Health and Safety Act of Ontario.

This division is responsible for the training and implementation of procedures for both our new recruit firefighters and our regular firefighting personnel. With the advent of new hazards, and new equipment and techniques, training is an integral part of the fire department, and is a continuous process for all firefighters. We must continuously strive to keep our skills and knowledge at a superior level.

Duties of the Training Division include to assist in the development of training programs, coordinate the delivery of fire & emergency service training programs, deliver training programs including theory & practical drills, assess performance of fire service personnel, maintain training records of all personnel, monitor and evaluate ongoing training programs, assist in the research, develop & evaluate policies, procedures, techniques & equipment.

A key factor in the success of a fire department is the performance of its members. This performance level is achieved and maintained through a comprehensive training program. In 2012 a comprehensive training program was developed and approved by Council to help

ensure adequate training is provided to all Fire Department members, and that the needs of the members are met and the highest level of training is supported.

In April 2013, the Office of the Fire Marshal announced that the decision had been made that Ontario would adopt the National Fire Protection Association (NFPA) Professional Qualifications. As a result, the fire department has been actively engaged in the transition from the Ontario Standards to the NFPA Standards. With this transition comes many challenges that in cooperation with Council, Management and all fire department members, we will develop and put the systems in place to help make the transition as smooth as possible.

One of the key challenges the department is faced with is time constraints of our Volunteers to carry out the responsibilities required to deliver the training program, and to maintain or meet recognized standards for training. As a result, this has also contributed to difficulties with recruitment and retention and maintaining staffing levels within the department. In 2015 the department will be bringing forward a business case and recommendation to hire a full time Training Officer for the department. The main thrust of the position being recommended will be the administration and delivery of the department's training program.

Our Firefighters often face potentially life threatening conditions and must be able to react to those conditions quickly, effectively and safely. The safety of our Firefighters, and our citizens who rely on them, largely depends on the quality of training and instruction they receive. Providing high quality training and instruction is critical for our Firefighters to be able meet the mission of the department and carry out their responsibilities effectively and safety.

As outlined in the Business Case that the department will be bringing forward, the hiring of a full-time training officer for the department would greatly assist the department in providing that high level of training required while also providing much needed support to our Volunteer Firefighters. It will also assist in furthering the development and implementation of a standardize training program, reduction in the risk and liability to the municipality by helping to ensure training requirements are meeting current standards and legislative requirements, including training that meets or exceeds the demands of the Ministry of Labour. Many other benefits will also be realized and are summarized in the Business Case.

In-Service Training/Public Events

In 2014, there were 169 training/meeting sessions, in addition to public events conducted which included personnel from all three District Fire Stations for a total of approximately 308 man hours.

As Fire Chief for the department, I take great pride in the dedication and commitment of all our Volunteer Firefighters to the training program. I am as equally proud of the professionalism they display, as a result of this. There is no doubt that this quality stems from the dedication of our members, and the continued commitment of Council to provide the enhanced training and educational opportunities afforded to our firefighters.

NON-EMERGENCY RESPONSES (Requests for Assistance)



The residents of our community have come to rely on the fire department to help and assist them for many non-emergency type events such as fire station tours, and public education activities. Other events also include, but are not limited to:

- Biker's Reunion
- Skating Carnivals
- Summerfest
- Dragon Boat Festival
- Fireworks Displays
- Parades
- Emergency Preparedness Day

Our Volunteer Firefighters are very dedicated to their community and their contributions help to support the many events that are important to the City of Temiskaming Shores. The members of our Fire Department continually demonstrate the value and benefits of helping their community and the positive impact their contributions have. On behalf of our residents I would like to thank all the members of the fire department for all their assistance throughout the year, and for their ongoing dedication to the City of Temiskaming Shores.

CURRENT FLEET COMPLEMENT

The following represents the current fleet of vehicles in service for the fire department. It should be noted that as part of the Master Fire Planning review process a revised apparatus replacement program will be presented to Council in 2015.

| Unit No. | Vehicle Type | Location |
|-----------------|---------------------|-------------------------|
| Unit #1 | 2000 Pumper | Station 1 |
| Unit #2 | 1989 Pumper | Station 1 |
| Unit #3 | 1991 Rescue | Station 1 |
| Unit #4 | 2001 Tanker | Station 1 |
| Unit #6 | 2000 Pumper | Station 2 |
| Unit #7-12 | 2012 Pumper/Tanker | Station 2 |
| Unit #8 | 1994 Rescue | Station 2 |
| Unit #9 | 2008 Rescue | Station 3 |
| Unit #10-15 | 2015 Pumper | Station 3 |
| Unit #11 | 2003 Pumper/Tanker | Station 3 |
| Unit #13 | 2005 SUV | Fire Chief |
| Unit #14 | 2005 SUV | Fire Prevention Officer |

MASTER FIRE PLAN REVIEW COMMITTEE

On July 2nd, 2013 Council established a Master Fire Plan Review Committee (MFPRC) with a mandate to review and update the fire department's Master Fire Plan and provide advice and assistance so as to provide clear and detailed direction for the municipality's fire and rescue services based on the City's needs and circumstances.

The key objectives of the Master Fire Plan Review Committee are:

- Facilitate communication from the committee and the Council for the City of Temiskaming Shores;
- Provide advice and assistance in implementing and maintaining fire protection services in accordance with the Fire Protection and Prevention Act;
- Identify opportunities and encourage specific initiatives to maintain or improve fire protection services within the City of Temiskaming Shores; and
- Encourage an open and consultative environment whereby all sectors and the community as a whole are welcome and encouraged to provide input on initiatives and issues being addressed by the committee.

Throughout 2013-2014 the MFPRC held a number of meetings which included a comprehensive review of the fire protection services (FUS) study completed in March 2013, and the current fire department master fire plan. The committee, which is comprised of the Mayor, 2 members of Council, City Manager, Fire Chief, and 1 representative from each of the three fire stations, after the review considered a number of recommendations that will be incorporated into a revised draft Master Fire Plan and will be presented to Council in 2015 for consideration.



Memo

To: Mayor and Council
From: Steve Burnett, Technical and Environmental Compliance Coordinator
Date: March 17, 2015
Subject: Dymond Industrial Park – Storm Water Management System – Contract Change Order
Attachments: **Appendix 01** – Change Orders No. 1 and No. 2

Mayor and Council:

At the November 4, 2014 Regular Council meeting the construction of the Storm Water Management System in the Dymond Business Park was awarded to Pederson Construction (2013) Inc. As a result, the City entered into an agreement with Pederson Construction (2013) Inc. in the amount of \$ 425,819.10 plus applicable taxes through By-law No. 2014-201.

Throughout the construction, two (2) change orders were identified and completed. Change Order No. 1 dealt with a request from the Ministry of Transportation to alter the Rip Rap outlet of the storm system, while Change Order No. 2 was to insulate a portion of the water main along Rockley Rd. from Highway 11 to Hawn Drive. The insulation of the water main was a result of design change and Change Orders associated with the Left Turn Lane Project at Highway 11 and Rockley Rd. **Appendix 01** outlines Change Orders No. 1 and No. 2.

The Change Orders resulted in an increase of \$ 36,422.90 to the contract price for Pedersen Construction Inc. This increase has been included into the Storm Water Management System component of the 2015 Capital Budget as there are sufficient funds within the overall budget for the Dymond Business Park Project.

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

“Original signed by”

“Original signed by”

“Original signed by”

Steve Burnett
Technical and Environmental
Compliance Coordinator

G. Douglas Walsh
Director of Public Works

Christopher W. Oslund
City Manager



March 3, 2015

NWL-01301010

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

Attention: Mr. Steve Burnett

Re: Dymond Business Park Stormwater Management
Change Order No. 1 and No. 2

Dear Mr. Burnett:

Attached please find the signed Contract Change Orders for the above noted project for your files. Contract Change Order No. 1 was completed to alter the Rip Rap end treatment of the SWM Pond outlet pipes at the request of the Ministry of Transportation. This change resulted in an extra cost of \$6,700. Change Order No. 2 covered the additional cost to excavate and insulate the existing watermain where required and resulted in an additional \$50,000.

The project held a 5% contingency item valued at \$20,277.10. The original tender value of the project was \$425,819.10 minus the contingency is \$405,542.00. With the attached change orders the project value is \$462,242.00. To date \$441,854.70 (minus 10% statutory holdback) has been certified for payment.

Should you have any questions, please do not hesitate to contact our office.

Sincerely,

exp Services Inc.

A handwritten signature in blue ink, appearing to be 'Daren R. Ridley', with a long horizontal flourish extending to the right.

Daren R. Ridley, C.E.T., rcca
Project Manager, Infrastructure

Distribution: Steve Burnett, City of Temiskaming Shores
exp file



exp. Services Inc.

CONTRACT CHANGE ORDER

Order No. 01

Date: December 17, 2014

Owner: City of Temiskaming Shores

Contract No. NWL-01301010

Contract Title: Dymond Business Park Storm Water Management

To: Pedersen Construction (2013) Inc. Contractor

Dear Sirs,

Under the above mentioned contract dated November 10th, 2014, we, **exp** Services Inc., Consulting Engineers, direct you to:

- Replace the R-50 Rip Rap placed at the culvert outlets with D50=300mm;
- Recess the culverts outlet location to match the ditch back slope profile;
- Add the new culvert for MacKewn Transport, north entrance;
- Remove the centerline culvert at the intersection of Rockley Rd. and Hawn Drive; and
- Insulate the water service to MacKewn Transport at the storm sewer crossing as per your email quote dated December 17, 2014 attached hereto and contract item adjustment.

and to add to/~~deduct from~~ the Contract, in accordance with the terms of the Contract, the sum of

Five Thousand Three Hundred Forty-----00/100 (\$5,340.00) excl. HST

| Original Contract Price (excl. HST): HST): | Total Extras by Change Orders: | Total Credits by Change Orders: | Contract Price Revised To Date (excl. |
|---|--------------------------------|---------------------------------|---------------------------------------|
| \$425,819.10 | \$5,340.00 | (\$0.00) | \$425,819.10 |



exp. Services Inc.

| | |
|--|--|
| <p>Contractor: <u>Pedersen Construction (2013) Inc.</u>, hereby:</p> <ol style="list-style-type: none">1. Accepts and agrees to this Change Order in accordance with and under the terms and conditions of the Contract as expressly modified by this Change Order and all Change Orders previously issued by the Engineer;2. Applies for such extension, if any, of the Time for Completion as shall be considered fair and reasonable on account of this Change Order, in accordance with the General Conditions; <p>Date Approved: <u>Dec 18, 2014</u></p> <p>Per: <u>[Signature]</u> (Contractor's Signature)</p> | <p>An extension of _____ days in the Time for Completion on account of this Change Order is hereby allowed. The revised Required Completion Date for the Contract is therefore: (mm dd yy);</p> <p>The matter of an extension of the Time for Completion on account of this Change Order will be considered and decided upon by the Engineer at a later date.</p> <p>Date Approved: <u>December 17, 2014</u></p> <p>Per: <u>[Signature]</u> (Consultants Signature)</p> |
|--|--|



exp. Services Inc.

CONTRACT CHANGE ORDER

Order No. 02
Owner: City of Temiskaming Shores

Date: January 8, 2015
Contract No. NWL-01301010

Contract Title: Dymond Business Park Storm Water Management

To: Pedersen Construction (2013) Inc. Contractor

Dear Sirs,

Under the above mentioned contract dated November 10th, 2014, we, exp Services Inc., Consulting Engineers, direct you to:

Insulate existing 150 mm diameter watermain beginning at the existing casing located at the north west corner of the intersection of Radley's Hill Road and Highway 11, and ending 100 m west following the existing watermain route. See attached sketch for details.

and to add to/~~deduct from~~ the Contract, in accordance with the terms of the Contract, the sum of

Fifty Thousand ----- 00/100 (\$50,000.00) excl. HST

| Original Contract Price (excl. HST): | Total Extras by Change Orders: | Total Credits by Change Orders: | Contract Price Revised To Date (excl. HST): |
|--------------------------------------|--------------------------------|---------------------------------|---|
| \$425,819.10 | \$55,340.00 | (\$0.00) | \$460,882.10 |

| | |
|--|--|
| Contractor: <u>Pedersen Construction (2013) Inc.</u> , hereby: | |
| <ol style="list-style-type: none"> 1. Accepts and agrees to this Change Order in accordance with and under the terms and conditions of the Contract as expressly modified by this Change Order and all Change Orders previously issued by the Engineer; 2. Applies for such extension, if any, of the Time for Completion as shall be considered fair and reasonable on account of this Change Order, in accordance with the General Conditions; | <p>An extension of _____ days in the Time for Completion on account of this Change Order is hereby allowed. The revised Required Completion Date for the Contract is therefore: (mm dd yy);</p> <p>The matter of an extension of the Time for Completion on account of this Change Order will be considered and decided upon by the Engineer at a later date.</p> |
| Date Approved: <u>January 8, 2015</u> | Date Approved: <u>January 8, 2015</u> |
| Per: <u>[Signature]</u> (Contractor's Signature) | Per: <u>[Signature]</u> (Consultants Signature) |

Memo

To: Mayor and Council
From: Steve Burnett, Technical and Environmental Compliance Coordinator
Date: March 17, 2015
Subject: Master Electrician Agreement – Lisand Electrical Services
Attachments: **Appendix 01** – Draft Agreement – LISAND Electrical Services

Mayor and Council:

Temiskaming Shores owns a variety of water and wastewater treatment facilities that are maintained and operated through an agreement with the Ontario Clean Water Agency (OCWA). These facilities contain several components that are electrically driven. Many of these components are vital to the operation of the facility and their processes. By-law No. 2009-012, Purchasing Policy, restricts the ability to have electrical equipment repaired in relatively short order.

As a result the City entered into an agreement with LISAND Electrical Services as authorized by By-law No. 2013-105 which has since expired as of December 31, 2014.

After consultation with staff from the Ontario Clean Water Agency as to the quality of service provided by LISAND, it is recommended that the City enter into an agreement with LISAND Electrical Services for a one year term to commence on April 1st, 2015 and terminate on March 31st, 2016. The draft agreement is attached hereto as **Appendix 01**.

| | | |
|--|--|--|
| Prepared by: | Reviewed and approved by: | Reviewed and submitted for Council's consideration by: |
| "Original signed by" | "Original signed by" | "Original signed by" |
| <hr/> Steve Burnett Technical and Environmental Compliance Coordinator | <hr/> G. Douglas Walsh Director of Public Works | <hr/> Christopher W. Oslund City Manager |

The Corporation of the City of Temiskaming Shores
By-law No. 2015-000
Being a by-law to enter into an agreement with
LISAND Electrical Services for a Master Electrician
Service Contract

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 009-2015-PW at the March 17, 2015 Regular meeting of Council and directed staff to prepare the necessary by-law to enter into an agreement with LISAND Electrical Services for a Service Contract for a Master Electrician for consideration at the March 17, 2015 Regular meeting of Council;

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 an agreement with LISAND Electrical Services for Electrical Services in relation to water and wastewater facilities, attached hereto as Schedule "A" and forming part of this by-law; and
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

Read a first, second and third time and finally passed this 17th day of March, 2015.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law No. 2015-000

Agreement between

The Corporation of the City of Temiskaming Shores

and

LISAND Electrical Services

Master Electrician
Service Contract

Form of Agreement

this agreement made in duplicate this 17th day of March, 2015.

Between:

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

and:

LISAND Electrical Services
(hereinafter called "the Contractor")

Witnesseth:

That the City and the Contractor shall undertake and agree as follows:

1. Contract Period

The parties agree that the obligations of the Parties under this Agreement shall commence on the **1st day of April, 2015** and shall terminate on the **31st day of March, 2016**.

2. Right to Terminate Agreement

The City reserves the right to terminate this agreement should the contractor fail to provide the services in accordance to the provisions contained herein.

3. Respond to Request for Service

The Master Electrician will be required to respond to requests for service based on the following criteria within the timeframes identified:

| Nature of Electrical Issue | Timeframe |
|---|------------------|
| Critical – Operation of facility may be compromised based on health and safety or compliance with legislation; | 2 hrs |
| Crucial – Facility can operate without, but for only a short duration; | 8 hrs |
| Urgent – Component has a back-up, but based on age of component may require lead time to acquire parts. | 24 hrs |

Note: It is anticipated that most electrical issue would be categorized as *URGENT*

4. Assess Electrical Issue

In concert with municipal or OCWA staff the **Master Electrician** will assess the electrical issue and perform testing and troubleshooting to verify the root cause of the electrical issue and recommend a course of action. In the event that the testing and troubleshooting should exceed 1 day (8 hrs), the contractor must consult with City Staff before proceeding. Invoicing to City would be based on time expended.

In the event the issue can be rectified on site, the Contractor shall arrange for such repairs. Time will be invoiced based on rates outlined in *Form of Quotation* along with incidental materials.

5. Acquisition of Materials by the Contractor

In the event the contractor recommends repair and/or replacement of specific parts, such parts are to be identified and obtained based on the following criteria:

| Value of Parts | Criteria | Max. Mark up |
|---------------------|--|--------------|
| < \$ 2,000 | Obtain parts from supplier of Electrician's choice | 20% |
| \$2,001 to \$10,000 | Obtain 3 supplier quotations | 10% |
| > \$ 10,000 | Obtain 3 supplier quotations and consult with City | 10% |

The contractor shall validate compliance with this provision through submission of appropriate documentation to the City when submitting invoices.

6. Installation and Commissioning

The contractor shall make repairs on-site when practical on a time and material basis. Installation of replacement/new parts shall be completed by the contractor subsequent to receipt of the part(s). Any and all permits required shall be obtained by the Contractor with associated fees reimbursed by the City.

Commissioning shall be coordinated by the Contractor through consultation with the City and/or OCWA and any other agency, such as the Electrical Safety Association (ESA) as may be required.

7. Remuneration

The contractor shall accept the compensation based on the hourly rates in the below table for furnishing all necessary labour.

| Description | Hourly Rate |
|-----------------------------------|-------------|
| Assessment by Master Electrician | \$ 75.00 |
| Installation – Master Electrician | \$ 75.00 |
| Installation – Journeyman | \$ 70.00 |
| Installation – Apprentice | \$ 40.00 |

8. Facility Access

The Ontario Clean Water Agency (OCWA) is the accredited operator of all water and wastewater facilities within the City of Temiskaming Shores through an operations and maintenance agreement with the City. As a result OCWA has care and control of these facilities including third party access. Many of the issues to which the contractor would be responding to are typically identified by OCWA. The Contractor shall ensure that OCWA is aware of any and all visits to water and wastewater facilities through the following contact(s):

Mike Del Monte

OCWA Cluster Manager

Cell: 705-648-4233

Work: 705-672-5549 Ext. 223

or

Eddie Hillman

Overall Responsible Operator

Cell: 705-648-4139

Work: 705-672-5549 Ext. 224

9. Indemnification of Corporation

The Contractor shall exonerate, indemnify and hold harmless the City, its directors, officers, employees and agents from and against any and all Claims which may be suffered or incurred by, accrue against or be charged to or recoverable from the Corporation to the extent that such Claim is caused by the Contractor's negligence or wilful misconduct when performing the Services.

10. Insurance

For the sake of this agreement and while on Municipal property, the Contractor shall carry and maintain during the term of this agreement, a certificate of comprehensive policy of public liability and property damage insurance, acceptable to the City providing insurance coverage in respect to any one accident to the limit of at least \$ 2,000,000 exclusive of interest and cost against loss of or damage to person or property. The policy shall cover all operations and liability assumed under this assignment with the City. It shall not contain any exclusions or limitations and shall not be allowed to lapse throughout the duration of the Contract.

The policy shall cover all operations and liability assumed under this assignment with the City. It shall not contain any exclusions or limitations and shall not be allowed to lapse throughout the duration of the contract.

11. WSIB and Contractor Personnel

The Contractors employees must not be either mentally or physically impaired by any substance, medicinally or otherwise. The Contractors employees must be experienced operators.

The Contractor must remain in good standing with the Worker's Compensation Board throughout the duration of the Contract. The Contractor clearly understands and agrees that neither he/she or anyone hired by him/her is covered by the City of Temiskaming Shores under the Workers Compensation Act, and the Contractor shall be responsible for and pay all dues and assessments payable under the Worker's Compensation Act, the Unemployment Insurance Act, or any other Act, whether Provincial or Federal, in

respect of himself/herself, his/her employees and operations, and shall upon request, furnish the City with satisfactory evidence that he/she has complied with the provisions of such Act. If the Contractor shall fail to do so, the City shall have the right to withhold payment for such sum or sums of money due to the Contractor as may be required to cover such default and the City shall have the right to make such payment.

Information on coverage under the Worker's Compensation Act can be obtained directly from the Worker's Compensation Board.

The Contractor is responsible for the payment of wages of any employees hired by him/her and when requested, shall furnish evidence to the satisfaction to the City that these wages have been paid in full. The City reserves the right to withhold payment for such sum or sums of money due to the Contractor as may be required to cover such default in addition to holding the Contractor responsible for any loss or damage the City may suffer as a result of such default.

12. Communication

All communications in writing between the parties 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 City for whom they are intended or if sent by post or telegram addressed as follows:

The Contractor: **LISAND Electrical Services**
P.O. Box 523
32 St-Joseph Blvd.
Belle Vallee, ON; P0J 1A0
Attn: Andre R. Lachapelle

The City: **City of Temiskaming Shores**
P.O. Box 2050
325 Farr Drive
Haileybury, ON; P0J 1K0
Attn: G. Douglas Walsh, Director of Public Works

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

Signed and Sealed in)
the presence of)

D.F. Elliott Consulting Engineers Ltd.

Contractor's Seal)
(if applicable))

Owner – Andre Lachapelle

Municipal Seal)

Witness
Name: _____
Title: _____

**Corporation of the City of
Temiskaming Shores**

Mayor – Carman Kidd

Clerk – David B. Treen

Subject: Equipment Rental – Spring Ditching

Report No.: PW-009-2015

Agenda Date: March 17, 2015

Attachments

Appendix 01: Tender Opening Results

Appendix 02: Draft Agreement

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-009-2015, in particular Appendix 01 - Tender Results Summary and Appendix 02 - Draft Agreement;
2. That as outlined in Section 3.5 of By-law No. 2009-012, Purchasing Policies and Procedures, Council approves the award of the Equipment Rental – Excavator for Snow Ditching contract to *A. Miron Topsoil Ltd.* at the rate of \$98/hr plus HST and \$350/week plus HST for float moves; and
3. That Council directs Staff to prepare the necessary by-law to enter into an agreement with *A. Miron Topsoil Ltd.* for consideration at the March 17, 2015 Regular Council meeting.

Background

Each year the City of Temiskaming Shores procures the services of qualified owner / operators for the supply and operation of a track mounted excavator to assist in snow ditching operations at various locations within the City of Temiskaming Shores.

The work involves the removal of accumulated snow and ice from drainage ditches and channels prior to spring thaw to assist with flood control within the limits of the City of Temiskaming Shores. The work assignments and locations are directed by the Transportation Superintendent or his designate, as and where required, with an estimated 120 hours of work being required. The Contractor has approximately 40 hours of work in each of the three former areas and the excavated material is cast near the work location and requires little to no transportation from the work site. The Contractor is also required to provide equipment suitable to move the excavator between work locations as required.

The Tender documents were prepared and Tender PWO-RFT-001-2015 was distributed to previous and known potential bidders for the supply of a track mounted excavator as well as a means of transporting the equipment between work locations to meet the needs of the Department. The Tender closed at 2:00 p.m. on Thursday, February 19th, 2015.

Analysis

Four (4) responses to the tender request were received by the closing date.

| Bidder | Tendered Prices per Unit | | | | | | Total Cost |
|----------|--------------------------|-----------|-----------------|-----------|--------------------|-------------|---------------------|
| | Area No. 1 – Dym. | | Area No. 2 - NL | | Area No. 3 – Hlby. | | |
| | Excavator | Float | Excavator | Float | Excavator | Float | |
| Demora | \$120/Hr | \$1500/Wk | \$120/Hr | \$1500/Wk | \$120/Hr | \$1500/Wk | \$6,300 / 40 Hr |
| Miron | \$ 98/Hr | \$350/Wk | \$ 98/Hr | \$350/Wk | \$ 98/Hr | \$350/Wk | \$4,270 / 40Hr |
| Pedersen | \$120/Hr | \$1000/Wk | \$120/Hr | \$1000/Wk | \$120/Hr | \$1000/Wk | \$5,800 / 40 Hr |
| Lathem | - | - | \$101/Hr | \$1150/Wk | \$ 96/Hr | \$862.50/Wk | \$4,946.25 / 40 Hr* |

*Average cost for Areas #2 & #3

Miron Topsoil Ltd. has provided rental equipment to the City of Temiskaming Shores on several occasions and has demonstrated the ability to successfully complete work as intended. The tenders were analysed for errors and/or omissions. Clarification was required on both submissions by Pedersen Const. and Miron Topsoil to determine the intent with respect to float costs. Adjustments were made to the Pedersen tender to reflect the change from \$200 per move to the \$1,000 Lump Sum total. The process for obtaining competitive pricing was in keeping with the City’s Purchasing Policy (By-Law 2009-012, as amended).

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

Costs associated with this work in comparable to those obtained for similar work in previous years and staffing implications related to this matter are limited to normal administrative functions and duties.

Alternatives

No alternatives were considered.

Submission

Prepared by:

Reviewed and submitted for
 Council’s consideration by:

“Original signed by”

“Original signed by”

 G. Douglas Walsh, CET
 Director of Public Works

 Christopher W. Oslund
 City Manager

Document Title: **PWO-RFT-001-2015**

Opening Date: **February 19, 2015**

Opening Time: **2:00 pm**

Description: **Excavator Rental for Spring Ditching**

Inquiry Contact: **Doug Walsh, Director of Public Works**

Form of Proposal

Bidder: DEMORA CONSTRUCTION

| | |
|-------------------------------------|----------------------|
| Area 1 – Dym: Float (5 moves): | 1,500. ⁰⁰ |
| Area 1 – Dym: Excavator Rate (hr): | 120. ⁰⁰ |
| Area 2 – NL: Float (5 moves): | 1,500. ⁰⁰ |
| Area 2 – NL: Excavator Rate (hr): | 120. ⁰⁰ |
| Area 3 – Hlby: Float (5 moves): | 1,500. ⁰⁰ |
| Area 3 – Hlby: Excavator Rate (hr): | 120. ⁰⁰ |

Non Collusion Affidavit Conflict of Interest

Bidder: JAMES LATHEM

| | |
|-------------------------------------|----------------------|
| Area 1 – Dym: Float (5 moves): | — |
| Area 1 – Dym: Excavator Rate (hr): | — |
| Area 2 – NL: Float (5 moves): | 1,150. ⁰⁰ |
| Area 2 – NL: Excavator Rate (hr): | 101. ⁰⁰ |
| Area 3 – Hlby: Float (5 moves): | 862.50 |
| Area 3 – Hlby: Excavator Rate (hr): | 96. ⁰⁰ |

Non Collusion Affidavit Conflict of Interest

Bidder: A. MIROD TOPSOIL

| | |
|-------------------------------------|--------------------|
| Area 1 – Dym: Float (5 moves): | 350. ⁰⁰ |
| Area 1 – Dym: Excavator Rate (hr): | 98. ⁰⁰ |
| Area 2 – NL: Float (5 moves): | 350. ⁰⁰ |
| Area 2 – NL: Excavator Rate (hr): | 98. ⁰⁰ |
| Area 3 – Hlby: Float (5 moves): | 350. ⁰⁰ |
| Area 3 – Hlby: Excavator Rate (hr): | 98. ⁰⁰ |

Non Collusion Affidavit Conflict of Interest

Bidder:

| | |
|-------------------------------------|--|
| Area 1 – Dym: Float (5 moves): | |
| Area 1 – Dym: Excavator Rate (hr): | |
| Area 2 – NL: Float (5 moves): | |
| Area 2 – NL: Excavator Rate (hr): | |
| Area 3 – Hlby: Float (5 moves): | |
| Area 3 – Hlby: Excavator Rate (hr): | |

Non Collusion Affidavit Conflict of Interest

Bidder: PEDERSEN CONSTRUCTION

| | |
|-------------------------------------|--------------------|
| Area 1 – Dym: Float (5 moves): | 200. ⁰⁰ |
| Area 1 – Dym: Excavator Rate (hr): | 120. ⁰⁰ |
| Area 2 – NL: Float (5 moves): | 200. ⁰⁰ |
| Area 2 – NL: Excavator Rate (hr): | 120. ⁰⁰ |
| Area 3 – Hlby: Float (5 moves): | 200. ⁰⁰ |
| Area 3 – Hlby: Excavator Rate (hr): | 120. ⁰⁰ |

Non Collusion Affidavit Conflict of Interest

Bidder:

| | |
|-------------------------------------|--|
| Area 1 – Dym: Float (5 moves): | |
| Area 1 – Dym: Excavator Rate (hr): | |
| Area 2 – NL: Float (5 moves): | |
| Area 2 – NL: Excavator Rate (hr): | |
| Area 3 – Hlby: Float (5 moves): | |
| Area 3 – Hlby: Excavator Rate (hr): | |

Non Collusion Affidavit Conflict of Interest

Comment: Submissions will be reviewed for errors, omissions and accuracy by municipal staff prior to any awarding. Subsequently bidders will be informed of the results.

In Attendance:

Print Name

Representing

Signature

GARY WADGE

CITY OF T.S.

Gary Wadge

matthew m'larin

Demora Construction

[Signature]

Doug Walsh

City of T.S.

[Signature]

[Signature]

City of T.S.

Page of

CHRIS OSKUND
LINDA MCKNIGHT

CITY OF TS

[Signature]
[Signature]

The Corporation of the City of Temiskaming Shores

By-law No. 2015-000

Being a by-law to enter into an agreement with A. Miron
Topsoil Ltd. for the Rental of a Track Mounted Excavator
within the City of Temiskaming Shores

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

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

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

And whereas Council considered Administrative Report No. PW-009-2015 at the March 17th, 2015 Regular meeting of Council and directed staff to prepare the necessary by-law to enter into an agreement with A. Miron Topsoil Ltd. for the Rental of a Track Mounted Excavator for consideration at the March 17th, 2015 Regular meeting of Council;

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 A. Miron Topsoil Ltd. for the Rental of Track Mounted Excavator at a rate of \$98/hr plus applicable taxes, and equipment required to float the excavator a rate of \$350/week (40 hours) 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 17th day of March, 2015.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law 2015-000

Agreement between

The Corporation of the City of Temiskaming Shores

and

A. Miron Topsoil Ltd.

for the Rental of a Track Mounted
Excavator c/w Float Service

This agreement made in duplicate this 17th day of March 2015.

Between:

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

and

A. Miron Topsoil 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
Equipment Rental – Track Mounted Excavator
Tender No. PWO-RFT-001-2015**

- b) Do and fulfill everything indicated by this Agreement and in the Contract Documents; and
c) Complete, as certified by the Director, all the work by **May 31st, 2015.**

Article II:

The Owner will:

- a) Pay the Contractor in lawful money of Canada for the material and services aforesaid Ninety- Eight Dollars and Zero Cents (\$98.00) per hour plus applicable taxes for the Track Mounted Excavator and Three Hundred and Fifty Dollars and Zero Cents (\$350.00) per week plus applicable taxes for Float Services subject to additions and deductions as provided in the Contract Documents.
- b) Make payment on account thereof upon delivery and completion of the said work and receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such invoice.

Article III:

A copy of each of the Form of Tender, Special Provisions, Item Special Provisions, General Conditions, Specifications, Addenda/Addendum No. 0 to 0 are hereto annexed to this Form of Agreement and together with the plans relating thereto, and listed in the Specifications, are made a part of this Contract, herein called the Contract Documents, as fully to all intents and purposes as though recited in full herein.

Article IV:

All communications in writing between the parties, or between them and the Engineer shall be deemed to have been received by the addressee if delivered to the individual or to a member of the firm or to an officer of the Owner for whom they are intended or if sent by post or telegram addressed as follows:

The Contractor:

A. Miron Topsoil Ltd.
883265 Hwy 65E,
P.O. Box 1377
New Liskeard, Ontario
P0J 1P0

The Owner

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

The Director:

The Director of Public Works
City of Temiskaming Shores
P.O. Box 2050
325 Farr Drive
Haileybury, Ontario
P0J 1K0

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)

A. Miron Topsoil Ltd.

Owner Aurelle Miron

Witness

Name: _____

**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. 2015-000

Form of Agreement

Subject: Supply & Delivery of Misc.
 Automotive Oils & Lubricants

Report No.: PW-010-2015
Agenda Date: March 17, 2015

Attachments

Appendix 01: Quotation Results (PWO-RFQ-001-2015)

Appendix 02: Draft Agreement

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-010-2015;
2. That as outlined in By-law No. 2009-012, Purchasing Policies and Procedures, Section 3.5 Approval Authority, Council approves the award of Request For Quotation PWO-RFQ-001-2015, for the supply and delivery of Miscellaneous Automotive Oils and Lubricants to Tri Town Auto & Industrial Supplies at a price of \$18,737.52 plus applicable taxes; and
3. That Council directs Staff to prepare the necessary by-law to enter into an agreement with Tri-Town Auto & Industrial Supplies for consideration at the March 17, 2015 Regular Council meeting.

Background

The Public Works Department issued Request for Quotation No. PWO-RFQ-001-2015, to previous bidders and known suppliers, for the supply and delivery of miscellaneous Automotive Oils and Lubricants, for the period April 1st, 2015 to March 31st 2016.

The closing date was March 5th, 2015 at 2:00 p.m.

Analysis

Five (5) responses to the request were received by the closing date.

| Vendor | Quotation Price | HST | Total Quoted Price |
|-------------------------------------|-----------------|-------------|--------------------|
| Benson Auto Parts | \$ 25,069.77 | \$ 3,259.07 | \$ 28,328.84 |
| Tri Town Auto & Industrial Supplies | \$ 18,737.52 | \$ 2,435.88 | \$ 21,173.40 |
| Blue Wave Energy | \$ 24,050.07 | \$ 3,126.51 | \$ 27,176.58 |
| Ackland Grainger | \$ 39,911.42 | \$ 5,188.48 | \$ 45,099.90 |
| B & T Parts & Supplies | \$ 21,010.23 | \$ 2,731.33 | \$ 23,741.56 |

Based on the analysis of quotations provided, most of the prices are considered to be within the anticipated supply and demand pricing. Blue Wave and Tri Town Auto have both supplied lubricating products to local municipalities, maintenance providers and the forestry and construction industries. All of the companies have established facilities in Temiskaming Shores.

Tri Town Auto & Industrial Supplies have successfully provided other products, goods and services to the City since establishing themselves in the area. They have indicated that they would provide the same or comparable products that the City has been using for the past few years.

All quotes received had satisfied the Request for Quotation requirements particularly those related to non-collusion affidavit and conflict of interest declaration.

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

Costs associated with these goods and services are comparable to those obtained for similar goods and services in previous years and staffing implications related to this matter are limited to normal administrative functions and duties.

Alternatives

No alternatives were considered.

Submission

Prepared by:

Reviewed and submitted for
Council's consideration by:

“Original signed by”

“Original signed by”

G. Douglas Walsh, CET
Director of Public Works

Christopher W. Oslund
City Manager

Document Title: **PWO-RFQ-001-2015**

Opening Date: **March 5, 2015**

Opening Time: **2:00 pm**

Description: **Miscellaneous motor, hydraulic and automotive lubricants**

Inquiry Contact: **Doug Walsh, Director of Public Works**

Form of Proposal

Bidder: **NAPA AUTO PARTS**

| | |
|--|------------------|
| All 22 items bid (Y or N): | Y |
| Sub-Total: | 18,737.58 |
| HST: | 2,435.88 |
| Total: | 21,173.46 |
| "Shell" Original Manufacturer <input type="checkbox"/> Y <input checked="" type="checkbox"/> N | |
| Manufacturer: | |

Non Collusion Affidavit Conflict of Interest AODA

Bidder: **BENSON AUTO PARTS**

| | |
|--|------------------|
| All 22 items bid (Y or N): | Y |
| Sub-Total: | 24,329.22 |
| HST: | 3,162.80 |
| Total: | 27,492.02 |
| "Shell" Original Manufacturer <input checked="" type="checkbox"/> Y <input type="checkbox"/> N | |
| Manufacturer: | |

Non Collusion Affidavit Conflict of Interest AODA

Bidder: **B & T PARTS & SUPPLIES**

| | |
|--|------------------|
| All 22 items bid (Y or N): | Y |
| Sub-Total: | 21,010.23 |
| HST: | 2,731.33 |
| Total: | 23,741.56 |
| "Shell" Original Manufacturer <input type="checkbox"/> Y <input checked="" type="checkbox"/> N | |
| Manufacturer: SUPERFLO & MOBILE | |

Non Collusion Affidavit Conflict of Interest AODA

Bidder: **BLUE WAVE ENERGY**

| | |
|--|------------------|
| All 22 items bid (Y or N): | Y |
| Sub-Total: | 24,050.07 |
| HST: | 3,126.51 |
| Total: | 27,176.58 |
| "Shell" Original Manufacturer <input checked="" type="checkbox"/> Y <input type="checkbox"/> N | |
| Manufacturer: | |

Non Collusion Affidavit Conflict of Interest AODA

Bidder: **ACKLANDS GRAINGER INC.**

| | |
|--|------------------|
| All 22 items bid (Y or N): | Y |
| Sub-Total: | 41,114.48 |
| HST: | 5,344.88 |
| Total: | 46,459.36 |
| "Shell" Original Manufacturer <input checked="" type="checkbox"/> Y <input type="checkbox"/> N | |
| Manufacturer: | |

Non Collusion Affidavit Conflict of Interest AODA

Bidder:

| | |
|---|--|
| All 22 items bid (Y or N): | |
| Sub-Total: | |
| HST: | |
| Total: | |
| "Shell" Original Manufacturer <input type="checkbox"/> Y <input type="checkbox"/> N | |
| Manufacturer: | |

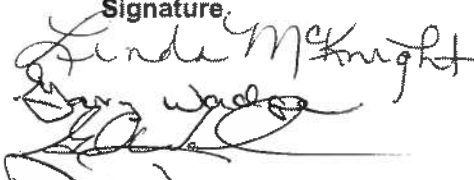
Non Collusion Affidavit Conflict of Interest AODA

Comment: Submissions will be reviewed for errors, omissions and accuracy by municipal staff prior to any awarding. Subsequently bidders will be informed of the results.

In Attendance:

Print Name
LINDA MCKNIGHT
Garry Wadge
Doug Walsh
DAVE TREEN

Representing
C of T.S
C of T.S.
C of T.S
C of T.S.

Signature

 Page 1 of 1

The Corporation of the City of Temiskaming Shores

By-law No. 2015-000

**Being a by-law to enter into an agreement with Tri-Town
Auto & Industrial Supplies for the Supply and Delivery of
Miscellaneous Automotive Oils and Lubricants (2015)**

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-010-2015 at the March 17, 2015 Regular meeting of Council and directed staff to prepare the necessary by-law to enter into an agreement with Tri-Town Auto & Industrial Supplies for the supply and delivery of miscellaneous automotive oils and lubricants for consideration at the March 17, 2015 Regular meeting of Council;

And whereas the Council of The Corporation of the City of Temiskaming Shores deems it necessary to enter into an agreement with Tri-Town Auto & Industrial Supplies;

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 Tri-Town Auto & Industrial Supplies for the Supply and Delivery of miscellaneous oils and lubricants at an upset limit of \$18,737.52 plus taxes, a copy of which is attached hereto as Schedule "A" and forms part of this by-law;
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make 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 17th day of March, 2015.

Mayor – Carman Kidd

Clerk - David B. Treen



Schedule "A" to

By-law 2015-000

Agreement between

The Corporation of the City of Temiskaming Shores

and

Tri-Town Auto & Industrial Supplies

for the Supply and Delivery of miscellaneous
Automotive Oils and Lubricants

This agreement made in duplicate this 17th day of March, 2015.

Between:

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

and

Tri-Town Auto & Industrial Supplies
(hereinafter called “the Supplier”)

Witnesseth:

That the Owner and the Contractor shall undertake and agree as follows:

Article I:

The Supplier will:

- a) Provide all material and perform all work described in the Contract Documents entitled:

**Corporation of the City of Temiskaming Shores
Supply and Delivery of Miscellaneous Automotive Oils & Lubricants
Request for Quotation No. PW-RFQ-001-2015**

- b) Do and fulfill everything indicated by this Agreement and in the Contract Documents, attached hereto as Appendix 01 – Form of Agreement, forming part of this agreement;
- c) Complete, as certified by the Director, all the work by **March 31, 2016.**

Article II:

The Owner will:

- a) Pay the Contractor in lawful money of Canada for the material and services aforesaid as quoted on the Form of Tender (Appendix 01) plus applicable taxes subject to additions and deductions as provided in the Contract Documents.
- b) Make payment on account thereof upon the Director’s certification in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such invoice.

Article III:

A copy of each of the Form of Tender, Special Provisions, Item Special Provisions, General Conditions, Specifications, Addenda/Addendum No. 0 to 0 are hereto annexed to this Form of Agreement and together with the plans relating thereto, and listed in the Specifications, are made a part of this Contract, herein called the Contract Documents, as fully to all intents and purposes as though recited in full herein.

Article IV:

All communications in writing between the parties, or between them and the Director 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 post or telegram addressed as follows:

The Supplier: **Tri Town Auto & Industrial Supplies**
63 Scott Street
New Liskeard, Ontario
P0J 1P0

The Owner: **Corporation of the City of
Temiskaming Shores**
P.O. Box 2050
325 Farr Drive
Haileybury, Ontario
P0J 1K0

The Director: **The Director of Public Works
City of Temiskaming Shores**
P.O. Box 2050
325 Farr Drive
Haileybury, Ontario
P0J 1K0

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

| | | |
|----------------------|---|--|
| Signed and Sealed in |) | Miller Maintenance Northern |
| the presence of |) | |
| |) | |
| Contractor's Seal |) | _____ |
| |) | Contractor – Ryan Cote |
| |) | |
| |) | _____ |
| |) | Witness |
| |) | Name: _____ |
| |) | |
| |) | 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. 2015-000

Form of Agreement



Tri-Town Auto & Industrial Supplies
63 Scott Street
NewLiskeard Ontario
P0J1P0
Phone: (705)-647-6864
Fax (705)-647-7927
Amind@ttai.ca/Accounting@ttai.ca/Robert@ttai.ca

It is our please to quote on your need for Lubricants. Our company is a Distributor for Northern Ontario for a Large Multi National Lubricant company. ENI is in 83 countries and employs 83,000 employees world wide. All of our products meets of exceed all current certifications.

- All deliveries are all FOB your shop.
- A list of all product information sheet and MSDS will be provided.
- At any time during the contract period new certification on lubricants are added and if any of these product are affected they will exchange with current certification, existing product can be return to Tri Town Auto for Credit as long as it's in resaleable condition.
- We will also provide the City with inventory management ,our sales representative can be made available on a weekly basis as you require. Arrangement with your purchasing department can determine the service level required for the duration of this contract.
- Any additional product required not included in this Bid pricing will be based on same level discount as the PWO-RFQ-001-2015.
- All product quoted in PWO-RFQ-001-2015 will be stock items at our warehouse in NewLiskeard.
- Updated MSDS Sheet and Product Data Sheet will be provided

PRODUCT OFFERING:

1. All product offering will be ENI Lubricants in majority at the exception of product not available in size or spec in ENI, SHELL product will be used. Both products are top quality lubricant well accepted in the Industry.
2. Chain oil #15090 Heavy Summer Grade,15980 Light Winter Grade NAPA Value will be supplied.

Robert R Lafreniere

President

Tri-Town Auto Industrial Supplies





| | |
|--|---|
| Company Name Tri-Town Auto Industrial Supplu | Contact name (please print) Robert Lafreniere |
| Mailing Address PO Box 969 New Liskeard Ontario | Title President |
| Postal Code POJ 1P0 | Authorizing signature "I have the authority to bind the company/corporation/partnership." |
| Telephone 705-647-6864 ext 232 | Fax 705-647-7927 |
| Cell Phone if possible 705-648-3706 | Email Robert@ttai.ca |



Form of Quotation

Each FORM OF QUOTATION should contain the legal name under which the Bidder carries on business, telephone number and fax number, as well the name or names of appropriate contact personnel which the City may consult regarding the Quotation.

I/We, the undersigned, have carefully examined the attached documents and conditions of the Quotation. I/We understand and accept those specifications, conditions, and details as described herein, and, for these rates/prices offer to furnish all equipment, labour, apparatus and documentation as are required to satisfy this Quotation.

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

Section 1

| Description | Unit | Quantity | Price per unit | Extended Total |
|--|-------------------|--------------|------------------------------------|----------------|
| SAE 15W40 motor oil, 1 Litre bottle, for newer diesel engines. Shell product # 550019972 or equivalent <u>AP715</u> | Litre | 144 Litres | 3.48 | \$501.12 |
| SAE 15W40 motor oil, 5 Litre jug, for newer diesel engines, Shell product # 550023711 or equivalent <u>AP729P</u> | Liter 4X3.87L | 240 Litres | \$11.64 Price Per Liter 3.01 | \$722.40 |
| SAE 15W40 motor oil, 20 Litre pail, for newer diesel engines, Shell product # 550019975 or equivalent. <u>AP726P</u> | Litre 1X18.9L | 2,400 Litres | 52.10 Price per Liter 2.76 | \$6,624.00 |
| SAE 10W30 motor oil, 5 Litre bottle, for both gas and diesel engines, Shell product # 550023673 or equivalent. <u>550023673</u> | 3X5L Litre | 144 Litres | 18.90 Per Liter 3.78 | \$544.32 |
| SAE 10W30 motor oil, 18.9 Litre pails, for gas engines <u>AP752P</u> | Litre 1x18.9L | 60 Litres | 56.34 Per Liter 2.98 | \$178.80 |
| SAE 0W-30 motor oil, H.D. 18.9 litre, synthetic blend, Shell Rotella T5 product # 550019888 (431-550-42) or equivalent <u>550019888</u> | Litre 1X18.9L | 18.9 litres | 93.62 Per Liter 4.95 | \$93.62 |
| SAE 5W30 motor oil, 5 Litre bottle, for gasoline engines. Shell product # 550023882 (425-580-75) or equivalent. <u>530ISCQ</u> | Litre 1X.946ml | 48 Litres | 2.82 | \$135.36 |
| 5W30 motor oil, 4 Litre jug, for gasoline engines. <u>530ISCQ</u> | Litre 1X.946ml | 120 Litres | 2.82 | \$338.40 |

This is Page 1 of 7 to be submitted



| Description | Unit | Quantity | Price per unit | Extended Total |
|--|-------------------|--------------------------|--------------------------|----------------|
| Spirax S4 TXM, (Oonax) TD, Hydraulic fluid, 18.9 Litre pail, Shell product # 550026891 (486-104-42) or equivalent. <u>APUTP</u> | Litre 1X18.9l | 2,000 Litres | 48.50 Per Liter 2.56 | \$5,120.00 |
| Spirax S3 ATF MD3 (Donax) TG transmission fluid, 18.9 litre Shell product # 550026920 (486-106-42) or equivalent. <u>AP502P</u> | Litre 1x18.9L | 200 Litres | 49.14 Per Liter 2.60 | \$520.00 |
| SAE 30 motor oil, 20 Litre pail <u>AP780P</u> | Litre 1X18.9L | 20 Litres | 54.05 Per Liter 2.86 | \$57.20 |
| Universal Anti freeze, 4 Litre jug, <u>non diluted</u> , green <u>22378</u> | Litre 4x3.78 | 60 Litres | 11.58 Per Liter 3.06 | \$183.60 |
| Universal anti freeze, 205 Litre drum, <u>pre-mix 50/50</u> , green Flo Perm part # 90639 or equivalent <u>995106L65</u> | Litre 1X205L | 205 Litres | 364.90 Per Liter 1.78 | \$364.90 |
| Extended life coolant/ anti freeze, pre-diluted to -50C, 4 Litre jug, red <u>995188L19</u> | Litre 4X3.78 L | 60 Litres | 11.55 Per Liter 3.05 | \$183.00 |
| Extended life coolant/ anti freeze, pre-mix 50/50, -50C, 205 Litre drum, red, Flo Perm part # 92196 or equivalent. <u>995186L65</u> | Litre 1 X205 L | 205 Litres | 590.20 Per Liter 2.88 | \$590.40 |
| 80W90 Gear oil, 60 Litre keg, Shell Spirax product # 550032417 (437-006-52) or equivalent. <u>550032417</u> | Litre | 240 Litres 1X60 L | 222.60 Per Liter 3.71 | 890.40 |
| Spirax S3 ATF MD3, type ATF, transmission fluid, 1 Litre bottle, Shell product # 550027653 <u>AP499</u> | Litre | 240 Litres 1X .946ml | 2.69 Per Liter 2.69 | \$645.60 |
| Windshield Washer, all season, rated -40, non smear, 205 litre drum, Recochem part # 25-209 or equivalent. | Litre | 205 litre 1X 205 L | 241.99 Per Liter 1.18 | \$241.90 |
| Diesel Exhaust Fluid, A.P.I. Certified, 9.46 litre bottle, A.P.I. Certified, compatible with all SCR emission control systems, meets ISO 22241 specifications, Valvoline product # 729566 or equivalent. | Litre | 200 litres 1 X 9.45 L | 13.63 Per Liter 1.44 | \$288.00 |
| Chain saw oil, heavy summer grade, 4 Litre jug. <u>15090</u> | Litre | 80 litres 4X 3 L | 8.52 Per Liter 2.13 | \$170.40 |
| Chain saw oil, light winter grade, 4 Litre jug | Litre | 48 Litres | 7.68 Per Liter 1.92 | \$92.16 |

Page 2 of 7 to be submitted



| | | | | |
|--|------|------------------------|---------------------------|-------------|
| EP Grease, extreme high pressure, multipurpose red lithium, 220 viscosity, suitable for auto wheel bearing and chassis 400g tubes. 10 tubes /case, SRS2000, Shell product # <u>550027557 or equivalent</u> | Tube | 80 tubes 1X 10 Tube | 31.50 Per Tube 3.15 | \$252.00 |
| | | | SUB TOTAL | \$18,737.58 |
| | | | H.S.T. | \$2,435.88 |
| | | | TOTAL | \$21,173.46 |

In consideration of non stocking items at Vendor's depot, anticipated delivery of required items shall be

(State) 3 Buis Days DAYS delivered to 200 Lakeshore Road, New Liskeard, and ON P0J 1P0 subject to "Terms of Delivery" stated within.

"Shell" Original Manufacturer yes no

If no; Name brand quoted ENI Lubricants Shell and NAPA Value

No substitutes from the declared brand name will be allowed for the duration of the agreement. The City reserves the right to determine whether the name brand is equivalent or acceptable and further retains the right to reject name brands at its sole discretion without any obligation or liability whatsoever to the Bidder.

1. Majority of Product will be ENI Lubricants Products ,Shell is used for product not offered By ENI
2. NAPA Value will be used Only in the Chain Oil portion Summer and Winter Part Number 15090/15080

Page 3 of 7 to be submitted



Page 4 of 7 to be submitted

City of Temiskaming Shores
PWO-RFQ-001-2015
Miscellaneous Oils and Lubricants

Non Collusion Affidavit

I/ We _____ Robert Lafreniere _____ 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 it's 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.

Dated at NewLiskeard this 27 day of February, 2015

Signed

Company Name

Tri-Town Auto Industrial Suplly

Title

President



Page 5 of 7 to be submitted

**City of Temiskaming Shores
PWO-RFQ-001-2015
Miscellaneous Oils and Lubricants**

Conflict of Interest Declaration

Please check appropriate response:

- I/we hereby confirm that there is not nor was there any actual or perceived conflict of interest in our quotation submission or performing/providing the Goods/Services required by the Agreement.
- The following is a list of situations, each of which may be a conflict of interest, or appears as potentially a conflict of interest in our Company's quotation submission or the contractual obligations under the Agreement.

List Situations:

In making this quotation submission, our Company has / has no (*strike out inapplicable portion*) knowledge of or the ability to avail ourselves of confidential information of the City (other than confidential information which may have been disclosed by the City in the normal course of the quotation process) and the confidential information was relevant to the Work/Services, their pricing or quotation evaluation process.

Dated at NewLiskeard this 27 day of February, 2015.

Firm Name Tri Town Auto Industrial

Bidder's Authorization Official Robert R Lafreniere

Title President

Signature 

Page 6 of 7 to be submitted



City of Temiskaming Shores
PWO-RFQ-001-2015
Miscellaneous Oils and Lubricants

Accessibility for Ontarians with Disabilities Act, 2005 Compliance Agreement

I/We, by our signature below, certify that we are in full compliance with Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service made under the *Accessibility for Ontarians with Disabilities Act, 2005*. If requested, we are able to provide written proof that all employees have been trained as required under the act.

This regulation establishes accessibility standards for customer service as it applies to every designated public sector organization and to every person or organization that provides goods or services to members of the public or other third parties and that have at least one employee in Ontario.

Name TRI-TOWN AUTO INDUSTRIAL Company Name

Phone Number 705-647-6864 Address 63 SCOTT ST New Liskeard
ON- P4J1P6

I, _____, declare that I, or my company, are in full compliance with Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service under the *Accessibility for Ontarians with Disabilities Act, 2005*.

I, Robert Lafreniere _____, declare that I, or my company, are not in full compliance with Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service under the *Accessibility for Ontarians with Disabilities Act, 2005*, yet fully agree to meet the required compliance training standards on or before the delivery of the required goods and/or services. In an effort to assist non-compliant vendors, a link to a free e-learning course module called Serve-Ability, Transforming Ontario's Customer Service is available at www.gov.on.ca/mcss/serveability/splash.html.

Date: February 27 2015

Page 7 of 7 to be submitted

The Corporation of the City of Temiskaming Shores

By-law No. 2015-060

Being a by-law to authorize an Agreement with the Haileybury Family Health Team for the rental of space at the Haileybury Medical Centre

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 CS-010-2015 at the March 3, 2015 Regular meeting of Council and acknowledged that the existing lease agreement with the Haileybury Family Health Team (By-law No. 2014-060 and By-law No. 2014-197) terminate on March 31, 2015 and directed staff to prepare the necessary by-law to enter into an agreement with the Haileybury Family Health Team with an increase to \$20.64/ft² representing a 2.4% increase for consideration at the March 17, 2015 Regular meeting of Council;

And whereas the Council of The Corporation of the City of Temiskaming Shores deems it desirable to enter into an Agreement with the Haileybury Family Health Team 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 Haileybury Family Health Team for the rental of space (**Room 235**) at the Haileybury Medical Centre for use by a **Social Worker and Dietician**, a copy of which is attached hereto as **Schedule "A"** and forming part of this by-law;
2. That the Mayor and Clerk be authorized to enter into an Agreement with the Haileybury Family Health Team for the rental of space (**Rooms 232/234**) at the Haileybury Medical Centre for use by a **Nurse Practitioner**, a copy of which is attached hereto as **Schedule "B"** and forming part of this by-law;
3. That the Mayor and Clerk be authorized to enter into an Agreement with the Haileybury Family Health Team for the rental of space (**Room 221**) at the Haileybury Medical Centre for use by a **Registered Nurse**, a copy of which is attached hereto as **Schedule "C"** and forming part of this by-law;
4. That the Mayor and Clerk be authorized to enter into an Agreement with the Haileybury Family Health Team for the rental of space (**Room 250**) at the Haileybury Medical Centre for use by a **Social Worker**, a copy of which is attached hereto as **Schedule "D"** and forming part of this by-law;

5. That the Mayor and Clerk be authorized to enter into an Agreement with the Haileybury Family Health Team for the rental of space **(Room 236)** at the Haileybury Medical Centre for use by an **Executive Leader**, a copy of which is attached hereto as **Schedule “E”** and forming part of this by-law;
6. That the Mayor and Clerk be authorized to enter into an Agreement with the Haileybury Family Health Team for the rental of space **(Room 240)** at the Haileybury Medical Centre for use by a **Clerical Worker**, a copy of which is attached hereto as **Schedule “F”** and forming part of this by-law;
7. That the Mayor and Clerk be authorized to enter into an Agreement with the Haileybury Family Health Team for the rental of space **(Room 240)** at the Haileybury Medical Centre for use by a **Clerical Worker**, a copy of which is attached hereto as **Schedule “G”** and forming part of this by-law;
8. That the Mayor and Clerk be authorized to enter into an Agreement with the Haileybury Family Health Team for the rental of space **(Room 239)** at the Haileybury Medical Centre for general use by the Haileybury Family Health Team, a copy of which is attached hereto as **Schedule “H”** and forming part of this by-law;
9. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

Read a first, second and third time and finally passed this 17th day of March, 2015.

Mayor – Carman Kidd

Clerk – David B. Treen

Schedule "A" to By-law No. 2015-060

Dated this 17th day of March, 2015

Lease Agreement

- between -

The Corporation of the City Of Temiskaming Shores

- and -

The Haileybury Family Health Team

for the

Social Worker and Dietician

(ROOM 235)

LEASE

Administered by:
The Corporation of the City of Temiskaming Shores
P.O. Box 2050
Haileybury, Ontario
P0J 1K0

This Lease made this 17th day of March, 2015.

Between:

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

And:

The Haileybury Family Health Team
for the Administrative Assistant
(hereinafter called the "Tenant")

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

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

1. Leased Premises

The Landlord hereby demises and leases to the Tenant part of the upper level in the Landlord's Building containing a rentable area of 236 ft.² located at 95 Meridian Avenue, Haileybury, Ontario being hereinafter called the "premises".

Ingress and Egress

Together with the right of ingress and egress for the Tenant'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").

2. Term

To hold the premises for a term commencing on the 1st day of April, 2015 and ending on the 31st day of March, 2016.

3. Rent

And paying therefore, to the Landlord, subject to the provisions of this Lease, the sum of \$1.72/ft² per month (**\$405.92** per month **plus** HST). Rent is payable to the City of Temiskaming Shores and due on the first day following the last day of each quarter during the term hereof.

And the parties hereto covenant and agree to the General Covenants as detailed in Appendix 01 attached hereto and forming part of this agreement.

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

Signed, sealed, and delivered, in the presence of;

City of Temiskaming Shores – Landlord

Party of the First Part

Date

Mayor – Carman Kidd

Date

Clerk – David B. Treen

The Haileybury Family Health Team – Tenant

Party of the Second Part

Date

Deborah Kersley

Date

Witness
Name: _____

Schedule “B” to By-law No. 2015-060

Dated this 17th day of March, 2015

Lease Agreement

- between -

The Corporation of the City of Temiskaming Shores

- and -

The Haileybury Family Health Team

for the

Nurse Practitioner
(ROOM 232/234)

LEASE

Administered by:
The Corporation of the City of Temiskaming Shores
P.O. Box 2050
Haileybury, Ontario
P0J 1K0

This Lease made this 17th day of April, 2015.

Between:

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

And:

The Haileybury Family Health Team
For the Nurse Practitioner
(hereinafter called the "Tenant")

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

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

1. Leased premises

The Landlord hereby demises and leases to the Tenant part of the upper level in the Landlord's Building containing a rentable area of 400 ft.² located at 95 Meridian Avenue, Haileybury, Ontario being hereinafter called the "premises".

Ingress and Egress

TOGETHER with the right of ingress and egress for the Tenant'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").

2. Term

To hold the premises for a term commencing on the 1st day of April, 2015 and ending on the 31st day of March, 2016.

3. Rent

And paying therefore, to the Landlord, subject to the provisions of this Lease, the sum of \$1.72/ft² per month (**\$688.00** per month **plus** HST). Rent is payable to the City of Temiskaming Shores and due on the first day following the last day of each quarter during the term hereof.

And the parties hereto covenant and agree to the General Covenants as detailed in **Appendix 01** attached hereto and forming part of this agreement.

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

Signed, sealed, and delivered, in the presence of;

City of Temiskaming Shores – Landlord

Party of the First Part

Date

Mayor – Carman Kidd

Date

Clerk – David B. Treen

The Haileybury Family Health Team – Tenant

Party of the Second Part

Date

Deborah Kersley

Date

Witness
Name: _____

Schedule "C" to By-law No. 2015-060

Dated this 17th day of March, 2015

Lease Agreement

- between -

The Corporation of the City Of Temiskaming Shores

- and -

The Haileybury Family Health Team

for the

Registered Nurse
(ROOM 221)

LEASE

Administered by:
The Corporation of the City of Temiskaming Shores
P.O. Box 2050
Haileybury, Ontario
POJ 1K0

This Lease made this 17th day of March, 2015.

Between:

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

And:

The Haileybury Family Health Team
For the Registered Nurse
(hereinafter called the "Tenant")

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

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

1. Leased premises

The Landlord hereby demises and leases to the Tenant part of the upper level in the Landlord's Building containing a rentable area of 236 ft.² located at 95 Meridian Avenue, Haileybury, Ontario being hereinafter called the "premises".

Ingress and Egress

together with the right of ingress and egress for the Tenant'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").

2. Term

To hold the premises for a term commencing on the 1st day of April, 2015 and ending on the 31st day of March, 2016.

3. Rent

And paying therefore, to the Landlord, subject to the provisions of this Lease, the sum of \$1.72/ft² per month (**\$405.92** per month **plus** HST). Rent is payable to the City of Temiskaming Shores and due on the first day following the last day of each quarter during the term hereof.

And the parties hereto covenant and agree to the General Covenants as detailed in **Appendix 01** attached hereto and forming part of this agreement.

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

Signed, sealed, and delivered, in the presence of;

City of Temiskaming Shores – Tenant

Party of the First Part

Date

Mayor – Carman Kidd

Date

Clerk – David B. Treen

The Haileybury Family Health Team – Tenant

Party of the Second Part

Date

Deborah Kersley

Date

Witness
Name: _____

Schedule "D" to By-law No. 2015-060

Dated this 17th day of March, 2015

Lease Agreement

- between -

The Corporation of the City Of Temiskaming Shores

- and -

The Haileybury Family Health Team

for the
Social Worker
(ROOM 250)

LEASE

Administered by:
The Corporation of the City of Temiskaming Shores
P.O. Box 2050
Haileybury, Ontario
P0J 1K0

This Lease made this 17th day of March, 2015.

Between:

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

And:

The Haileybury Family Health Team
For the Social Worker
(hereinafter called the "Tenant")

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

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

1. Leased Premises

The Landlord hereby demises and leases to the Tenant part of the upper level in the Landlord's Building containing a rentable area of 236 ft.² located at 95 Meridian Avenue, Haileybury, Ontario being hereinafter called the "premises".

Ingress and Egress

Together with the right of ingress and egress for the Tenant'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").

2. Term

To hold the premises for a term commencing on the 1st day of April 1 2015 and ending on the 31st day of March, 2016.

3. Rent

And paying therefore, to the Landlord, subject to the provisions of this Lease, the sum of \$1.72/ft² per month (**\$405.92** per month **plus** HST). Rent is payable to the City of Temiskaming Shores and due on the first day following the last day of each quarter during the term hereof.

And the parties hereto covenant and agree to the General Covenants as detailed in **Appendix 01** attached hereto and forming part of this agreement.

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

Signed, sealed, and delivered, in the presence of;

City of Temiskaming Shores – Landlord

Party of the First Part

Date

Mayor – Carman Kidd

Date

Clerk – David B. Treen

The Haileybury Family Health Team – Tenant

Party of the Second Part

Date

Deborah Kersley

Date

Witness
Name: _____

Schedule "E" to By-law No. 2015-060

Dated this 17th day of April, 2015

Lease Agreement

- between -

The Corporation of the City Of Temiskaming Shores

- and -

The Haileybury Family Health Team

for the
Executive Leader
(ROOM 236)

LEASE

Administered by:
The Corporation of the City of Temiskaming Shores
P.O. Box 2050
Haileybury, Ontario
P0J 1K0

This Lease made this 17th day of March, 2015.

Between:

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

And:

The Haileybury Family Health Team
For the Executive Leader
(hereinafter called the "Tenant")

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

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

1. Leased premises

The Landlord hereby demises and leases to the Tenant part of the upper level in the Landlord's Building containing a rentable area of 236 ft.² located at 95 Meridian Avenue, Haileybury, Ontario being hereinafter called the "premises".

Ingress and Egress

Together with the right of ingress and egress for the Tenant'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").

2. Term

To hold the premises for a term commencing on the 1st day of April, 2015 and ending on the 31st day of March, 2016.

3. Rent

And paying therefore, to the Landlord, subject to the provisions of this Lease, the sum of \$1.72/ft² per month (**\$405.92** per month **plus** HST). Rent is payable to the City of Temiskaming Shores and due on the first day following the last day of each quarter during the term hereof.

And the parties hereto covenant and agree to the General Covenants as detailed in **Appendix 01** attached hereto and forming part of this agreement.

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

Signed, sealed, and delivered, in the presence of;

City of Temiskaming Shores – Landlord

Party of the First Part

Date

Mayor – Carman Kidd

Date

Clerk – David B. Treen

The Haileybury Family Health Team – Tenant

Party of the Second Part

Date

Deborah Kersley

Date

Witness
Name: _____

Schedule "F" to By-law No. 2015-060

Dated this 17th day of March, 2015

Lease Agreement

- between -

The Corporation of the City Of Temiskaming Shores

- and -

The Haileybury Family Health Team

for the
Clerical Worker
(ROOM 240)

LEASE

Administered by:
The Corporation of the City of Temiskaming Shores
P.O. Box 2050
Haileybury, Ontario
P0J 1K0

This Lease made this 17th day of March, 2015.

Between:

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

And:

The Haileybury Family Health Team
For the Nurse Practitioner
(hereinafter called the "Tenant")

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

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

1. Leased premises

The Landlord hereby demises and leases to the Tenant part of the upper level in the Landlord's Building containing a rentable area of 236 ft.² located at 95 Meridian Avenue, Haileybury, Ontario being hereinafter called the "premises".

Ingress and Egress

Together with the right of ingress and egress for the Tenant'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").

2. Term

To hold the premises for a term commencing on the 1st day of April, 2015 and ending on the 31st day of March, 2016.

3. Rent

And paying therefore, to the Landlord, subject to the provisions of this Lease, the sum of \$1.72/ft² per month (**\$405.92** per month **plus** HST). Rent is payable to the City of Temiskaming Shores and due on the first day following the last day of each quarter during the term hereof.

And the parties hereto covenant and agree to the General Covenants as detailed in **Appendix 01** attached hereto and forming part of this agreement.

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

Signed, sealed, and delivered, in the presence of;

City of Temiskaming Shores – Landlord

Party of the First Part

Date

Mayor – Carman Kidd

Date

Clerk – David B. Treen

The Haileybury Family Health Team – Tenant

Party of the Second Part

Date

Deborah Kersley

Date

Witness
Name: _____

Schedule "G" to By-law No. 2015-060

Dated this 17th day of March, 2015

Lease Agreement

- between -

The Corporation of the City of Temiskaming Shores

- and -

The Haileybury Family Health Team

for the
Clerical Worker
(ROOM 240)

LEASE

Administered by:
The Corporation of the City of Temiskaming Shores
P.O. Box 2050
Haileybury, Ontario
P0J 1K0

This Lease made this 17th day of March, 2015.

Between:

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

And:

The Haileybury Family Health Team
For the Clerical Worker
(hereinafter called the "Tenant")

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

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

1. Leased Premises

The Landlord hereby demises and leases to the Tenant part of the upper level in the Landlord's Building containing a rentable area of 236 ft.² located at 95 Meridian Avenue, Haileybury, Ontario being hereinafter called the "premises".

Ingress and Egress

Together with the right of ingress and egress for the Tenant'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").

2. Term

To hold the premises for a term commencing on the 1st day of April, 2015 and ending on the 31st day of March, 2016.

3. Rent

And paying therefore, to the Landlord, subject to the provisions of this Lease, the sum of \$1.72/ft² per month (**\$405.92** per month **plus** HST). Rent is payable to the City of Temiskaming Shores and due on the first day following the last day of each quarter during the term hereof.

And the parties hereto covenant and agree to the General Covenants as detailed in **Appendix 01** attached hereto and forming part of this agreement.

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

Signed, sealed, and delivered, in the presence of;

City of Temiskaming Shores – Landlord

Party of the First Part

Date

Mayor – Carman Kidd

Date

Clerk – David B. Treen

The Haileybury Family Health Team – Tenant

Party of the Second Part

Date

Deborah Kersley

Date

Witness
Name: _____

Schedule "H" to By-law No. 2015-060

Dated this 17th day of March, 2015

Lease Agreement

- between -

The Corporation of the City of Temiskaming Shores

- and -

The Haileybury Family Health Team

General Use for the
Haileybury Family Health Team
(ROOM 239)

LEASE

Administered by:
The Corporation of the City of Temiskaming Shores
P.O. Box 2050
Haileybury, Ontario
P0J 1K0

This Lease made this 17th day of March, 2015.

Between:

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

And:

The Haileybury Family Health Team
For the Clerical Worker
(hereinafter called the "Tenant")

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

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

4. Leased Premises

The Landlord hereby demises and leases to the Tenant part of the upper level in the Landlord's Building containing a rentable area of 91 ft² located at 95 Meridian Avenue, Haileybury, Ontario being hereinafter called the "premises".

Ingress and Egress

Together with the right of ingress and egress for the Tenant'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").

5. Term

To hold the premises for a term commencing on the 1st day of April, 2015 and ending on the 31st day of March, 2016.

6. Rent

And paying therefore, to the Landlord, subject to the provisions of this Lease, the sum of \$1.72/ft² per month (**\$156.52** per month **plus** HST). Rent is payable to the City of Temiskaming Shores and due on the first day following the last day of each quarter during the term hereof.

And the parties hereto covenant and agree to the General Covenants as detailed in **Appendix 01** attached hereto and forming part of this agreement.

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

Signed, sealed, and delivered, in the presence of;

City of Temiskaming Shores – Landlord

Party of the First Part

Date

Mayor – Carman Kidd

Date

Clerk – David B. Treen

The Haileybury Family Health Team – Tenant

Party of the Second Part

Date

Deborah Kersley

Date

Witness
Name: _____

Appendix 01 General Covenants

1. Tenant's Covenants

The Tenant covenants with the Landlord:

- a) **Rent** - to pay rent;
- b) **Telephone** - to pay when due the cost of the telephone and intercom services supplied to the premises;
- c) **Repair** - to repair, reasonable wear and tear and damage by fire, lightning and tempest only excepted; and to permit the Landlord to enter and view the state of repair and to repair according to notice in writing, reasonable wear and tear and damage by fire, lightning and tempest only excepted; and to leave the premises in good repair, reasonable wear and tear and damage by fire, lightning and tempest only excepted;
- d) **Cost of repair where Tenant at fault** - that if the building including the premises, boilers, engines, pipes and other apparatus (or any of them) used for the purpose of heating or air conditioning the building or operating the elevators, or if the water pipes, drainage pipes, electric lighting or other equipment of the building or the roof or outside walls of the building get out of repair or become damaged or destroyed through the negligence, carelessness or misuse of the Tenant, his servants, agents, employees or anyone permitted by him to be in the building (or through him or them in any way stopping up or injuring the heating apparatus, elevators, water pipes, drainage pipes, or other equipment or part of the building) the expense of any necessary repairs, replacements or alterations shall be paid by the Tenant to the Landlord forthwith on demand;
- e) **Assigning or subletting** - not to assign, sublet or part with possession of any part of the premises without leave of the Landlord, which leave shall not be unreasonably withheld, and which leave shall not be required in the event of a sublease to add a health team member to the group comprising the Tenant or to a management corporation which may be incorporated by the Tenant;
- f) **Entry by Landlord** - to permit the Landlord or its agents to enter upon the premises at any time and from time to time for the purpose of inspecting and making repairs, alterations or improvements to the premises or to the building, and the Tenant shall not be entitled to compensation for any inconvenience, nuisance, or discomfort occasioned thereby; provided that the Landlord shall give reasonable advance notice to avoid inconvenience to the Tenant, given the private and confidential nature of the profession of the Tenant;

- g) **Indemnity** - to indemnify and save harmless the Landlord against and from any and all claims by or on behalf of any person or persons, firm or firms, or corporation or corporations arising from the conduct or any work, by or through any act of negligence of the Tenant or any assignee, subtenant, agent, contractor, servants, employee or licensee of the Tenant;
- h) **Exhibiting premises** - to permit the Landlord or its agents to exhibit the premises to prospective Tenants between the hours of 9:00p.m. and 11:00p.m. during the last month of the term;
- i) **Alterations** - not to make or erect in or to the premises any installation, alteration, addition, or partition without submitting plans and specifications to the Landlord and obtaining the Landlord's prior written consent (in each instance); such work shall if the Landlord so elects, be performed by employees of or contractors designated by the Landlord; in the absence of such election, such work may be performed with the Landlord's consent in writing (given prior to letting of contract) by contractors engaged by the Tenant but in each case only under written contract approved in writing by the Landlord and subject to all conditions which the Landlord may impose; the Tenant shall submit to the Landlord or the Tenant's contractors (as the case may be), when due the costs of all such work and of all materials, labour and services involved therein and of all decoration and all changes in the building, its equipment or services, necessitated thereby; provided, that it is at this time understood by the Landlord that certain medical equipment is to be installed, including wall mounted byfercator, otoscope and blood pressure apparatus to be placed at convenient places as designated by the Tenant;
- j) **Name of building** - not to refer to the building by any other name other than that designated from time to time by the Landlord nor use the name of the building for any purpose except as the business address of the Tenant;
- k) **Termination by Tenant** – Notwithstanding any unexpired term of this agreement, in the event that the Tenant is not otherwise in default of the terms of this lease, he shall be entitled to terminate this lease upon giving 60 days written notice to the Landlord and upon payment to the Landlord of a penalty equal to three months rental and they must have the property vacated by the final day of their 60 days notice.
- 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) **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 days 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.

2. 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 in accordance with the provisions stated in the Tenant Protection Act; 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.

3. 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 fulfil, 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 fulfil such obligations or by reason of any statute, law or order-in-council or any regulation or order passed or made pursuant thereto or by reason of the order or direction of any administrator, controller or board, or any government department or officer or other authority, or by reason of not being able to obtain any permission or authority required thereby, or by reason of any other cause beyond its control whether of the foregoing character or not, the Landlord shall be relieved from the fulfilment of such obligation and the Tenant shall not be entitled to compensation for any inconvenience, nuisance or discomfort thereby occasioned;
- e) **Default of Tenant** - If the rent reserved or any part thereof shall not be paid on the day appointed for payment, whether lawfully demanded or not, or in case of breach or non-observance or non-performance of any of the covenants or agreements or rules or regulations herein contained or referred to on the part of the Tenant to be observed and performed, or in case the premises shall be vacated or remain unoccupied or in case the term shall be taken in execution or attachment for any cause whatsoever, (and in every such case) the Landlord shall be entitled thereafter to enter (into and) upon the premises (or any part thereof in the name of the whole) and the same to (have again), repossess and enjoy as of its former estate, anything herein contained to the contrary notwithstanding;
- f) **Bankruptcy of Tenant** - In case without the written consent of the Landlord the premises shall remain vacant or not used for the period of fifteen days or be used by any other person than the Tenant or for any other purpose than that for which they were let or in case the term or any of the goods and chattels of the Tenant shall at any time be seized in execution or attachment by any creditor of the Tenant or if the Tenant shall make any assignment for the benefit of creditors or any bulk sale of any act (now or hereafter in force) for bankrupt or insolvent debtors (or if the Tenant is a company any order shall be made for the winding up of the Tenant), then in any such case this lease shall at the option of the Landlord cease and terminate and the term shall immediately become forfeited and void and the current month's rent and the next ensuing three month's rent shall immediately become due and payable and the Landlord may re- enter and take possession of the premises as though the Tenant or other occupant (or occupants) of the premises was (or were) holding over after the expiration of the term without any right whatever;
- g) **Distress** - The Tenant waives and renounces the benefit of any present or future statute taking away or limiting the Landlord's right of distress, and covenants and agrees that notwithstanding any such statute none of the goods and chattels of

the Tenant on the premises at any time during the term shall be exempt from levy by distress for rent in arrears;

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

4. 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.

5. 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.

The Corporation of the City of Temiskaming Shores
By-law No. 2015-061

**Being a by-law to amend By-law No. 2013-183, being
a by-law to regulate Fences and to Repeal By-law
No. 2007-168 and all Amendments made thereto**

Whereas Section 10(2) 10 of the Municipal Act S.O. 2001, c.25, authorizes Council to pass by-laws respecting structures, including fences and signs;

And whereas Section 10(2) 6 of the Municipal Act S.O. 2001, c.25, authorizes Council to pass by-laws respecting the health, safety and well-being of persons;

And whereas Section 427(1) of the Municipal Act, 2001 provides that a municipality may proceed to do things at a person's expense, which that person is otherwise required to do under a by-law or otherwise has failed to do;

And whereas adopted By-law No. 2013-183 being a by-law to regulate Fences and to Repeal By-law No. 168 and all amendments made thereto on February 18, 2014;

And whereas Council considered Memo 006-2015-CGP at the March 17, 2015 Regular Council meeting and directed staff to prepare the necessary by-law to amend By-law No. 2013-183, as amended to incorporate Short Form Wording and Set Fines for consideration of first and second reading at the March 17, 2015 Regular Council meeting and directed staff to undertake a public consultation process prior to submitting for 3rd and final reading;

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. 2013-183, as amended be further amended by adding Appendix 6 – Set Fines, a copy identified as Schedule “A” hereto attached and forming part of this by-law.
2. That this by-law shall come into force and take effect on the date of its final passing.
3. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to this by-law and schedule as may be deemed necessary after passage of this by-law.

Read a first and second time this 17th day of March, 2015.

Mayor – Carman Kidd

Clerk – David B. Treen

Read a third time and finally passed this _____ day of _____, 2015.

Mayor – Carman Kidd

Clerk – David B. Treen

Appendix 6
By-law No. 2013-183
Being a by-law to Regulate Fences

Part 1 – Provincial Offences Act
Set Fines

| | <u>Column 1</u> | <u>Column 2</u> | <u>Column 3</u> |
|-----------------|--|---|-----------------|
| <u>Item No.</u> | <u>Short Form Wording</u> | <u>Provision Creating or Defining Offence</u> | <u>Set Fine</u> |
| 1. | Construct a swimming pool without a valid swimming pool fence permit. | Sch. A Sec. 5.9.2 | \$300.00 |
| 2. | Place water in a swimming pool without a swimming pool fence. | Sch. A Sec. 5.9.3 | \$300.00 |
| 3. | Construct a swimming pool without enclosing the area with a temporary swimming pool fence. | Sch. A Sec. 5.9.4 | \$300.00 |

Note: the penalty provision for the offences listed above is Section 9.12 of By-law No. 2013-183, a certified copy of which has been filed.

The Corporation of the City of Temiskaming Shores

By-law No. 2015-062

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 (Rooms 223, 225 and 227)

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;

Whereas Council considered Administrative Report CS-010-2015 at the March 3, 2015 Regular meeting of Council and directed staff to prepare the necessary by-law to enter into a two (2) year lease agreement with Dr. Phillip J. Smith for the rental of 350 ft² of office space at the Haileybury Medical Center being rooms 223, 225 and 227, effective April 1, 2015 until March 31, 2017 at a rate of \$13.01/ft²/yr and to apply a Consumer Price Index (CPI) increase annually for the term of the lease for consideration at the March 17, 2015 Regular meeting of Council;

And whereas the Council of The Corporation of the City of Temiskaming Shores deems it desirable to enter into an Agreement with the Dr. Phillip J. Smith;

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 Dr. Phillip J. Smith for the rental of space at the Haileybury Medical Centre, 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, 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 17th day of March, 2015.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law No. 2015-062

Agreement between

The Corporation of the City of Temiskaming Shores

and

Dr. Phillip J. Smith

for the rental of space at the
Haileybury Medical Center

Lease Agreement

between:

The Corporation of the City of Temiskaming Shores

and:

Dr. Phillip J. Smith

Lease

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

This Lease made this 17th day of March, 2015.

Between:

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

And:

Dr. Phillip J. Smith
(hereinafter called the "Tenant")

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

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

1. Leased Premises

The Landlord hereby demises and leases to the Tenant part of the **upper level** in the Landlord's Building containing a rentable area of Three Hundred and Fifty square feet (350 ft²) located at 95 Meridian Avenue, City of Temiskaming Shores, Ontario being hereinafter called the "premises".

2. Ingress and Egress

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

3. Term

To hold the premises for a term commencing on the 1st day of April, 2015 and ending on the 31st day of March, 2017.

4. Rent

And paying therefore, to the Lessor, subject to the provisions of this Lease, the sum of **Three Hundred and Seventy-Nine Dollars and Forty-Six cents (\$379.46)** per month plus HST, which represents a lease rate of \$13.01/ft²/year. Rent will be increased annually for the duration of the term using a Consumer Price Index percentage.

Rent is payable to the City of Temiskaming Shores and due on the first day of each and every month during the term hereof. Such payment to be mailed to P.O. Box 2050 Haileybury, Ontario P0J 1K0.

And the parties hereto covenant and agree as follows:

5. Tenant's Covenants

The Tenant covenants with the Landlord:

- a) **Rent** - to pay rent;
- b) **Telephone** - to pay when due the cost of the telephone and intercom services supplied to the premises;
- c) **Repair** - to repair, reasonable wear and tear and damage by fire, lightning and tempest only excepted; and to permit the Landlord to enter and view the state of repair and to repair according to notice in writing, reasonable wear and tear and damage by fire, lightning and tempest only excepted; and to leave the premises in good repair, reasonable wear and tear and damage by fire, lightning and tempest only excepted;
- d) **Cost of repair where Tenant at fault** - that if the building including the premises, boilers, engines, pipes and other apparatus (or any of them) used for the purpose of heating or air conditioning the building, or if the water pipes, drainage pipes, electric lighting or other equipment of the building or the roof or outside walls of the building get out of repair or become damaged or destroyed through the negligence, carelessness or misuse of the Tenant, his servants, agents, employees or anyone permitted by him to be in the building (or through him or them in any way stopping up or injuring the heating apparatus, water pipes, drainage pipes, or other equipment or part of the building) the expense of any necessary repairs, replacements or alterations shall be paid by the Tenant to the Landlord forthwith on demand;
- e) **Assigning or subletting** - not to assign, sublet or part with possession of any part of the premises without leave of the Landlord, which leave shall not be unreasonably withheld, and which leave shall not be required in the event of a sublease to add any personnel to the group comprising the Tenant or to a management corporation which may be incorporated by the Tenant;
- f) **Entry by Landlord** - to permit the Landlord or its agents to enter upon the premises at any time and from time to time for the purpose of inspecting and making repairs, alterations or improvements to the premises or to the building, and the Tenant shall not be entitled to compensation for any inconvenience, nuisance, or discomfort occasioned thereby; provided that the Landlord shall give reasonable advance notice to avoid inconvenience

- to the Tenant, given the private and confidential nature of the profession of the Tenant;
- g) Indemnity** - to indemnify and save harmless the Landlord against and from any and all claims by or on behalf of any person or persons, firm or firms, or corporation or corporations arising from the conduct or any work, by or through any act of negligence of the Tenant or any assignee, subtenant, agent, contractor, servants, employee or licensee of the Tenant;
 - h) Exhibiting premises** - to permit the Landlord or its agents to exhibit the premises to prospective Tenants between the hours of 9:00 a.m. and 11:00 p.m. during the last month of the term;
 - i) Alterations** - not to make or erect in or to the premises any installation, alteration, addition, or partition without submitting plans and specifications to the Landlord and obtaining the Landlord's prior written consent (in each instance); such work shall if the Landlord so elects, be performed by employees of or contractors designated by the Landlord; in the absence of such election, such work may be performed with the Landlord's consent in writing (given prior to letting of contract) by contractors engaged by the Tenant but in each case only under written contract approved in writing by the Landlord and subject to all conditions which the Landlord may impose; the Tenant shall submit to the Landlord or the Tenant's contractors (as the case may be), when due the costs of all such work and of all materials, labour and services involved therein and of all decoration and all changes in the building, its equipment or services, necessitated thereby; provided, that it is at this time understood by the Landlord that certain equipment is to be installed and to be placed at convenient places as designated by the Tenant;
 - j) Name of building** - not to refer to the building by any other name other than that designated from time to time by the Landlord nor use the name of the building for any purpose except as the business address of the Tenant;

6. Landlord's Covenants

The Landlord covenants with the Tenant;

- a) Quiet enjoyment** - for the quiet enjoyment;
- b) Taxes** - to pay all taxes and rates, municipal, parliamentary or otherwise, levied against the premises or the Landlord on account thereof;
- c) Air conditioning** - to install and operate air conditioning units to air condition the premises at the expense of the Landlord;

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

7. Provisos

Provided always and it is hereby agreed as follows:

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

other place or quarter nor for any damage caused by or attributable to the condition or arrangement of any electric or other wiring omitted by any other Tenant;

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

or other occupant (or occupants) of the premises was (or were) holding over after the expiration of the term without any right whatever;

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

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

i) Right of termination by the Tenant

The lease may be terminated for any valid operational reason with the consent of both parties and upon payment of three months rent in lieu of notice.

j) Right of termination by the Landlord

On the Landlord's becoming entitled to re-enter the premises under any of the provisions of this lease, the Landlord, in addition to all other rights, shall have the right to terminate this lease forthwith by leaving upon the premises notice in writing of its intention, and thereupon rent and any other payments for which the Tenant is liable under this lease shall be computed, apportioned and paid in full to the date of such termination, and the Tenant shall immediately deliver up possession of the Premises to the Landlord, and the Landlord may re-enter and take possession of the premises;

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

l) Over-holding - If the Tenant shall continue to occupy the premises after the expiration of this lease with or without the consent of the Landlord, and

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

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

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

- o) Notice** - Any notice required or contemplated by any provision of this lease shall be deemed sufficiently given if contained in writing enclosed in a sealed envelope addressed, in the case of notice of the Landlord, to it, at c/o Corporate Services, 325 Farr Drive, P.O. Box 2050, Haileybury, Ontario. P0J 1K0, and in the case of notice to the Tenant, to the premises and deposited in one of Her Majesty's post offices in Haileybury, Ontario, registered and prepaid. The date of receipt of such notice shall be the fourth day next following the date of so mailing by registered mail. Provided that either party may, by notice to the other, designate another address in Canada to which notices mailed or delivered more than ten days thereafter shall be addressed.

8. Headings

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

9. Effect of Lease

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

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

Signed, Sealed and Delivered in the presence of:

The Corporation of the City of Temiskaming Shores

Date

Mayor – Carman Kidd

Date

Clerk – David B. Treen

Dr. Phillip J. Smith

Date

Dr. Phillip J. Smith

Date

Witness
Name: _____

The Corporation of the City of Temiskaming Shores

By-law No. 2015-063

**Being a by-law to designate any plan of subdivision,
or part thereof, that has been registered for eight years or
more, which shall be deemed as not a registered plan of subdivision
686 Champlain Street - Roll Nos. 54-18-030-007-008,
54-18-030-007-011, 54-18-030-007-013**

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

And whereas the property owner has requested that the following properties be merged on title: Lots 20, 30, 40, and 50, Plan M105NB, Parcels 22527SST, 1898T, and 2146SST;

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

1. That the lands hereinafter described shall be deemed not to be a lot or block on a Registered Plan of Subdivision for the purposes of Section 50(4) of the Planning Act R.S.O. 1990, c.P.13, as amended and generally illustrated on Schedule "A" attached hereto and forming part of this by-law;
2. That the lands are described as
 - a) Lots 20, 30, 40, and 50, Plan M105NB, Parcels 22527SST, 1898T, and 2146SST
3. That in accordance with Section 50(28) of the Planning Act, R.S.O. 1990, c.P.13, as amended, a certified copy or duplicate of this by-law shall be registered by the Clerk of the Corporation of the City of Temiskaming Shores at the Land Registry Office in Haileybury, Ontario;
4. That in accordance with Section 50(29) of the Planning Act, R.S.O. 1990, c.P.13, as amended, Council shall give notice of the passing of the by-law within 30 days of the passing to the owner of land to which the by-law applies;
5. That in accordance with Section 50(30) of the Planning Act R.S.O. 1990, c.P.13, as amended, Council shall hear in person or by an agent any person to whom a notice was sent, who within twenty days of the mailing of the notice gives notice to the Clerk of The Corporation of the City of Temiskaming Shores that the person desires to make representations respecting the amendment or repeal of the by-law;
6. That the Mayor and Clerk are authorized to sign all necessary documents in connection with this by-law;

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

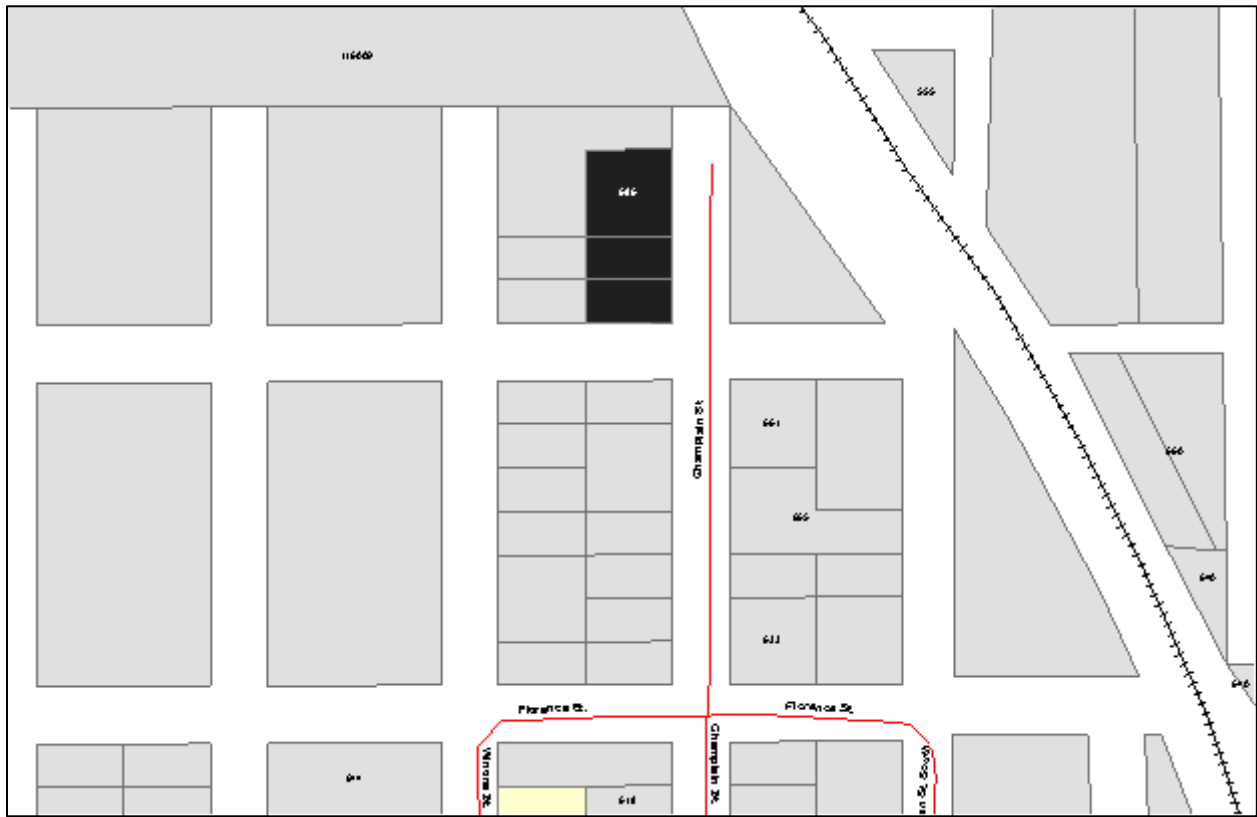
Read a first, second and third time and finally passed this 17th day of March, 2015.

Mayor – Carman Kidd

Clerk – David B. Treen

Schedule “A” to By-law No. 2015-063

City of Temiskaming Shores



686 Champlain Street

Douglas and Abby Smythe

The Corporation of the City of Temiskaming Shores

By-law No. 2015-064

**Being a by-law to authorize the execution of a
Site Plan Control Agreement with 2419713 Ontario Inc. and
2419753 Ontario Inc. for 744055 Brazeau Boulevard Roll Nos.
54-18-020-001-027.19 and 54-18-020-001-027.18**

Whereas Section 41 of the Planning Act, R.S.O. 1990 c.P.13, as amended, enables the Municipality to establish a Site Plan Control Area;

And whereas the Council of the Corporation of the City of Temiskaming Shores passed By-law No. 2014-133 designating certain areas within the Township of Dymond as Site Plan Control Areas;

And whereas Council considered Administrative Report No. CGP-010-2015 at the March 17, 2015 Regular Council meeting and directed staff to prepare the necessary by-law to enter into a Site Plan Control Agreement with 2419713 Ontario Inc. and 2419753 Ontario Inc. (Mike DaSilva) for 744055 Brazeau Boulevard;

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

1. The Mayor and Clerk are hereby authorized to enter into a Site Plan Control Agreement with 2419713 Ontario Inc. and 2419753 Ontario Inc. for 744055 Brazeau Boulevard, a copy of which is attached hereto as Schedule "A" and forming part of this by-law; and
2. That a Notice of Agreement be registered at the Land Titles Office in Haileybury to register Schedule "A" to this by-law; and
3. That this by-law takes effect on the day of its final passing; and
4. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

Read a first, second and third time and finally passed this 17th day of March, 2015.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law No. 2015-064

Site Plan Control Agreement

between

The Corporation of the City of Temiskaming Shores

and

2419713 Ontario Inc. and 2419753 Ontario Inc.

Roll Numbers

54-18-020-001-027.19 and 54-18-020-001-27.18

Site Plan Control Agreement
(Dymond Industrial Park Propane Facility)

This agreement, made in triplicate, this 17th day of March, 2015.

Between:

The Corporation of the City of Temiskaming Shores
325 Farr Drive
P.O. Box 2050
Haileybury, Ontario
P0J 1K0
(hereinafter called the “**City**”)

And:

2419713 Ontario Inc. and 2419753 Ontario Inc.
P.O. Box 160
North Cobalt, Ontario
P0J 1R0
(hereinafter called the “**Owner**”)

Whereas the Owner purchased the lands described as 744055 Brazeau Boulevard (Dymond Concession 1 North Part of Lot 6; Plan 54R-348 Parts 5, 6, 7, and 8) from the City on May 30, 2014 (the “**Lands**”);

And whereas the City has enacted Site Plan Control Area By-law No. 2013-143 pursuant to the provisions of Section 41 of the *Planning Act*, R.S.O. 1990, c. P.13, as amended (the “**Act**”);

And whereas the City has adopted By-law No. 2009-054 being a By-law to adopt a policy with respect to Site Plan Control Assurances;

And whereas by an application dated on or about February 15, 2015, the Owner applied to the City for site plan approval in respect of its development described in Schedule “A”;

Now therefore in consideration of the mutual covenants contained herein, the parties covenant and agree as follows:

Conditions for Site Plan Control Agreement

This Agreement shall apply to the Lands, and to the development and redevelopment of the Lands.

The Owner covenants and agrees:

1. That no development or redevelopment will proceed on the Lands except in accordance with the Plans approved by the City pursuant to Section 41 of the Planning Act R.S.O. 1990, c.P.13, and more specifically identified in Appendix 1 to 2 inclusive attached hereto (collectively, the “**Plans**”);
2. That the proposed buildings, structures and other works shown on the Plans with respect to the Lands shall be completed in conformity with the Plans;
3. To carry out all works in such a manner as to prevent erosion of earth, debris and other material from being washed or carried in any manner onto any road or road allowance whether opened or unopened or onto the property of any other person or persons;
4. To provide and construct all stormwater management works and drainage of the Lands to the satisfaction of the City as shown on the Plans; and further agrees to maintain same to the satisfaction of the City;
5. To construct an entrance/exit in the locations as shown on the Plans to the satisfaction of and according to the specifications of the City;
6. To provide such pavement markings, sidewalks, paving, curb cuts, and to landscape the Lands as shown on the Plans and further agrees to maintain same to the satisfaction of the City;
7. That prior to the work commencing, arrangements for the necessary permits and approvals must be made with the City’s Public Works Department and Building Department;
8. That all required work in respect to water and sanitary sewer must be carried out in accordance with City specifications at the expense of the Owner;
9. That the Owner’s engineer shall conduct testing of water and sanitary sewer and confirm in writing to the Director of Public Works that testing has been completed to the satisfaction of the City;
10. That upon completion of installation and construction of all of the services, works and facilities, the Owner shall supply the City with a certificate from the Owner’s engineer verifying that the services, works and facilities were installed and constructed in accordance with the approved plans and specifications.
11. That all entrances, exits and fire routes within the parking areas shall, at all times, be kept clean and clear of snow or debris to the satisfaction of the City, failing which the City shall have the right to enter upon the parking areas, undertake the clearing and removal of snow or debris on all entrances, exits and fire routes and recover from the Owner all costs, by action or in like manner as

municipal taxes (post project completion) as provided as taxes that are overdue and payable.

12. That all conditions as set out in this agreement and as shown on the Plans inclusive, shall be completed within two years of the issuance of any building permit. All work shown on the Plans that is legislated by Ontario Building Code shall be completed prior to the issuance of an Occupancy Permit.
13. That prior to receiving a building permit, the Owner will deposit with the City, the sum of \$16,700.00 in Canadian Dollars by way of a certified cheque, cash or an irrevocable Letter of Credit to ensure the satisfactory performance of all work to be done on the subject lands, and \$0.00 to ensure the satisfactory performance of all work to be done on City-owned lands, to ensure fulfilment of all terms and conditions of this Agreement.
 - (a) The Letter of Credit must be arranged such that draws may be made by the City, if necessary, in accordance with the terms and conditions of this Agreement.
 - (b) Upon completion of all works and services required by this Agreement to the satisfaction of the City, the City shall return any deposit to the then owner of the property.
 - (c) Should the owner fail to comply with the terms and conditions of this agreement the City may undertake the required work. Should the owner fail to pay the City forthwith upon demand, the City shall apply all or such portion of the deposit as may be required towards the cost.
 - (i) Should the cost exceed the amount of the deposit, the balance shall be added to the Collector’s Tax Roll and collected in a like manner as taxes.
14. That the Owner will indemnify the City and each of its officers, servants, and agents from all loss, damages, costs, expenses, claims, demands, actions, suits or other proceedings of every nature and kind arising from or in consequence of the execution, non-execution or imperfect execution of any of the work hereinbefore mentioned to be performed by the Owner or its contractors, officers, servants or agents or of the supply or non-supply of material therefore to be supplied by the Owner or its contractors, officers, servants or agents, whether such loss, damages, costs, expenses, claims, demands, actions, suits or other proceedings arising by reason of negligence or without negligence on the part of the Owner or its contractors, officers, servants or agents, or whether such loss, damages, costs, expenses, claims, demands, actions, suits or other proceedings are occasioned to or made or brought against the Owner or its contractors, officers, servants, or agents or the City, its officers, servants, or agents.

15. That the Owner shall not hold the City responsible for any and all costs related to the provision of revised site plans.
16. That the Owner consents to the registration of this Agreement against the Lands by way of “Notice of Agreement” and understands that the said Notice of Agreement shall remain on title to the Lands in perpetuity or until mutual consent of the Owner and the City to remove the Notice of Agreement from title.
17. That the Owner understands and agrees that it shall be responsible for all fees incurred in the registration of this Agreement against the title to the Lands and for all registration fees incurred in the registration of any subsequent amendment or deletion of the Agreement from title and for any approvals or consents required to register this Agreement.
18. The Owner shall arrange for and shall be responsible for all fees incurred in the registration of postponements of all debentures, charges, mortgages, or other similar documents registered prior to the registration of this Agreement.
19. That the Owner understands and agrees that any modifications to the site, additional structures, building additions and/or new buildings on the Lands shall require an amendment to this Agreement, if deemed by the City to be of a magnitude to warrant such an amendment.
20. The following Appendices are attached to this agreement:
 - Appendix 1 – Corner Gas-Dymond, ON Site Drawing No. BNS-CGS-S-01-1R19 Revision 20 (03/10/15) prepared by Jeff Collinson;
 - Appendix 2 – Stormwater Management Report sealed by Lad Shaba, P. Eng of Shaba Engineering and Testing Services Ltd. and dated October 7, 2013 Issued for Approval October 7, 2013.

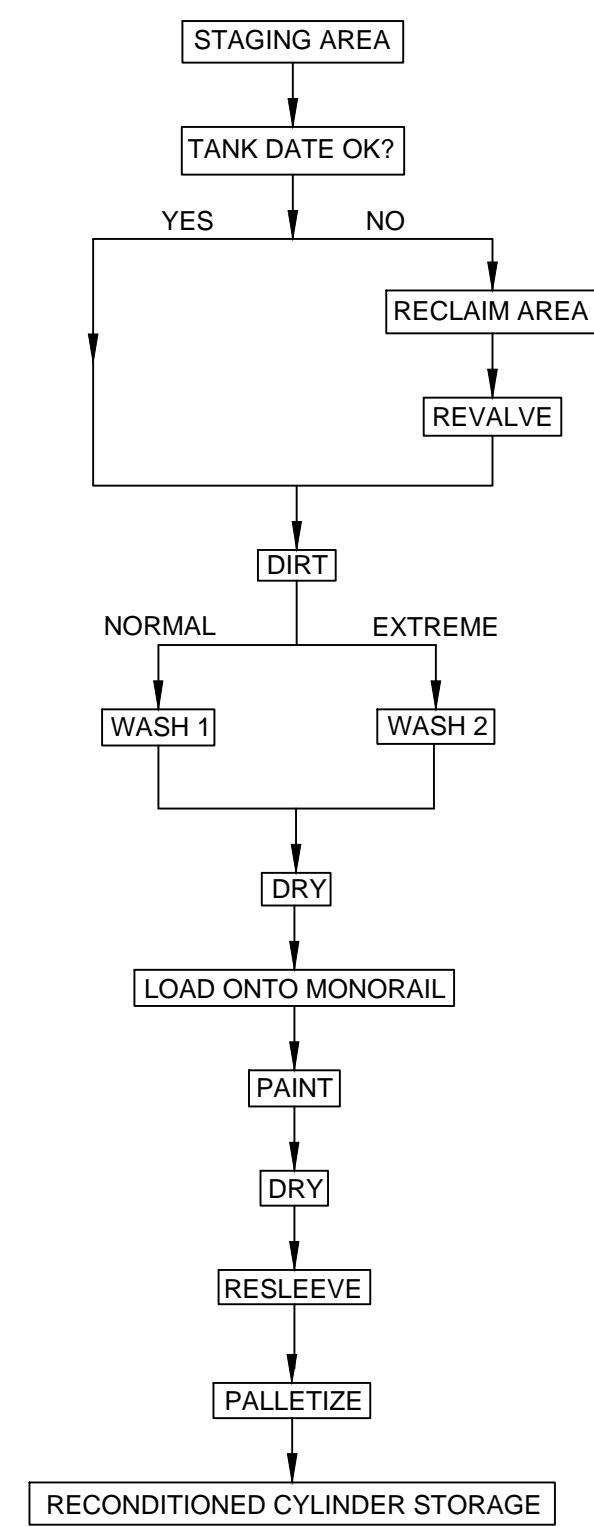
This Agreement shall be binding upon the parties hereto and their respective successors and assigns.

In Witness Whereof the parties hereto have hereunto placed their respective hands and seals to these presents.

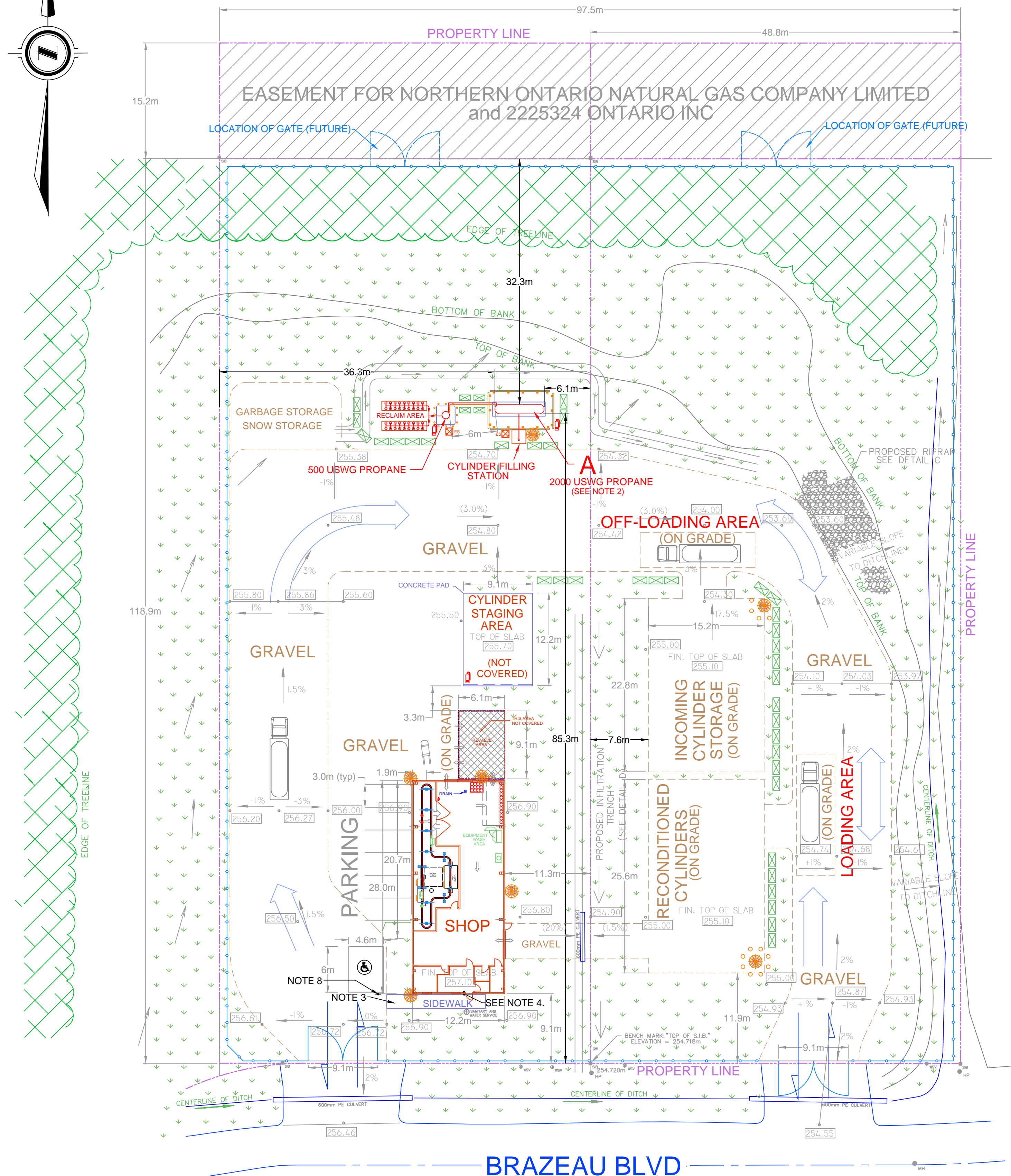
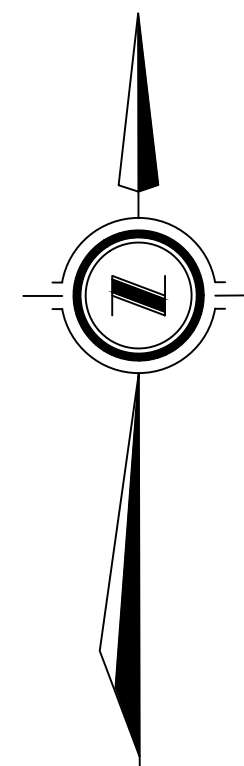
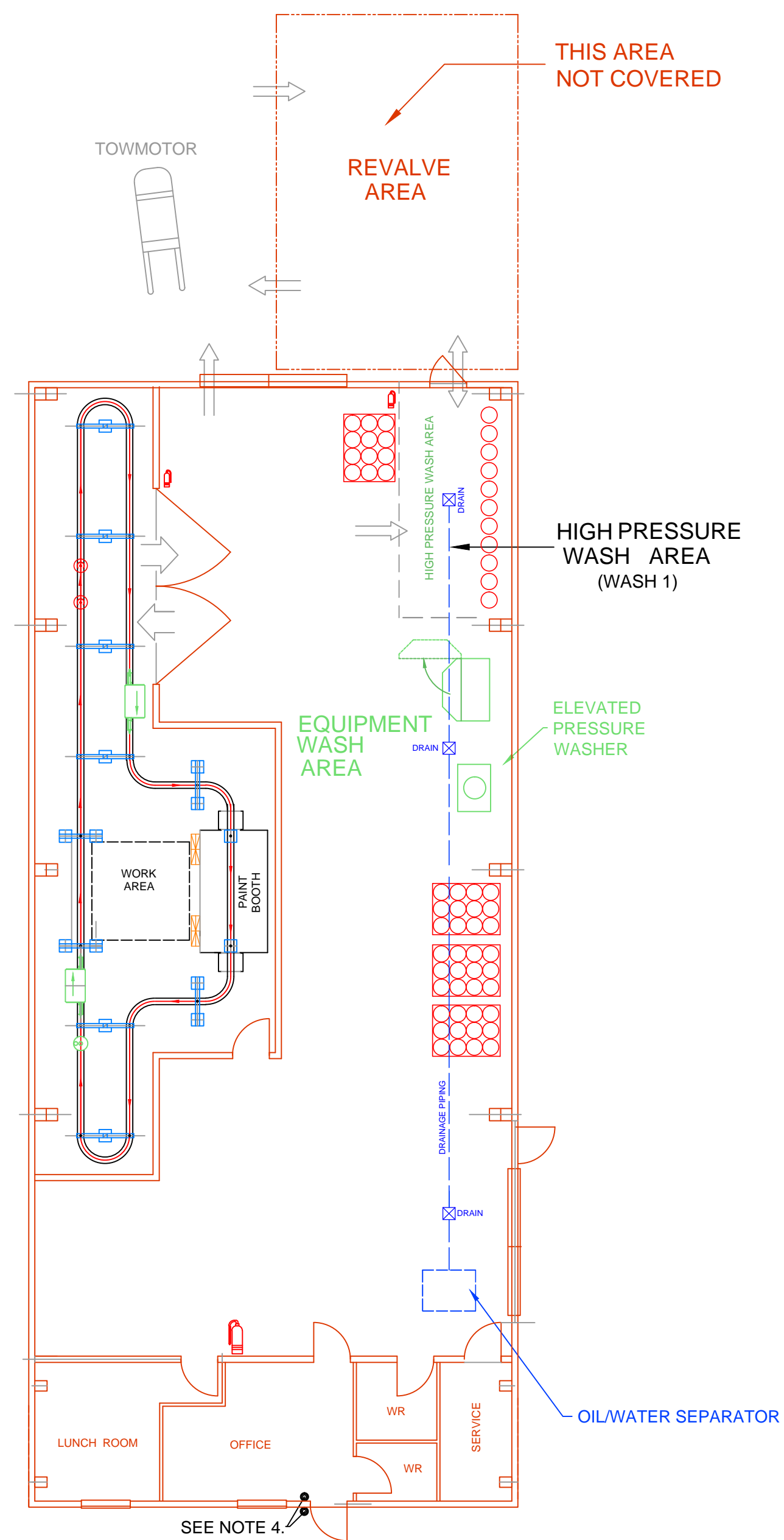
Signed, Sealed, and Delivered in the presence of:

| | | |
|-----------------|---|-----------------------------------|
| |) | 2419713 Ontario Inc. and |
| |) | 2419753 Ontario Inc. |
| Corporate Seal |) | |
| (if applicable) |) | _____ |
| |) | Owner - Mike DaSilva |
| |) | |
| |) | |
| |) | _____ |
| |) | Witness |
| |) | Name: _____ |
| |) | |
| |) | Corporation of the City of |
| |) | Temiskaming Shores |
| Corporate Seal |) | |
| |) | _____ |
| |) | Mayor – Carman Kidd |
| |) | |
| |) | |
| |) | _____ |
| |) | Clerk – David B. Treen |
| |) | |

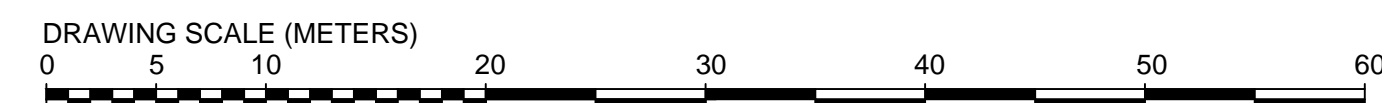
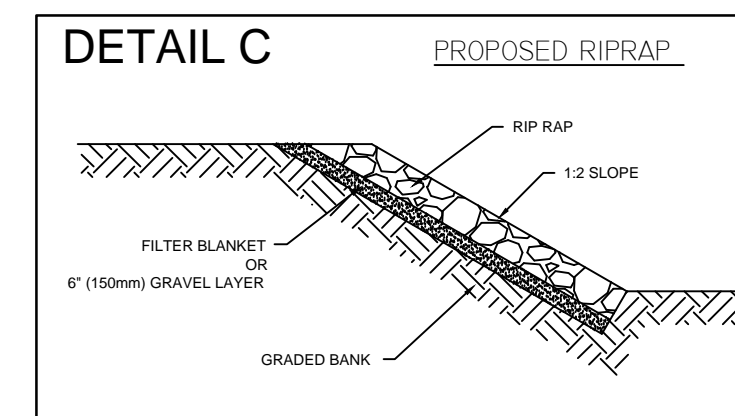
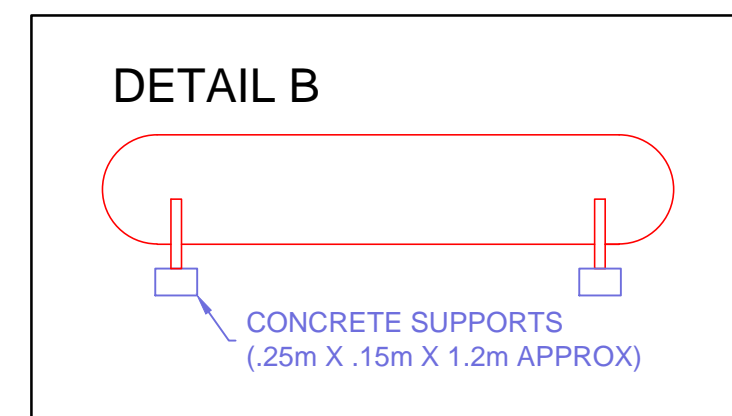
CYLINDER PROCESSING FLOWCHART



DETAIL A - INTERIOR OF SHOP



| DISTANCE TABLE | |
|-----------------------|--------|
| (distances in meters) | TANK A |
| NORTH PROPERTY LINE | 32.3 |
| EAST PROPERTY LINE | 6.1 |
| SOUTH PROPERTY LINE | 85.3 |
| WEST PROPERTY LINE | 36.3 |



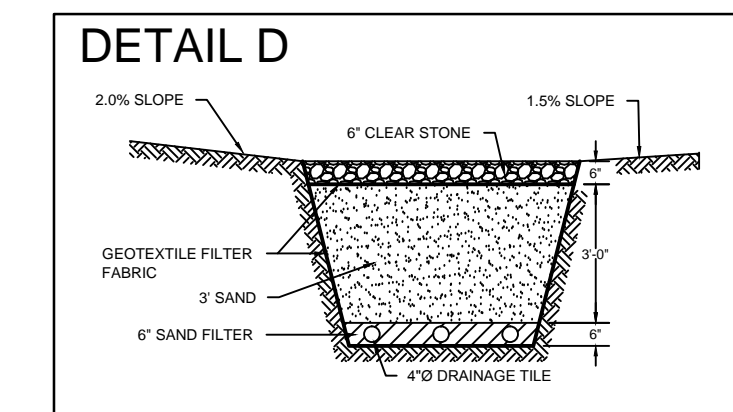
SITE PLAN

NOTES:

- TOTAL LENGTH OF MONORAIL TRACK AS SHOWN IS 40m.
- TANK TO SIT ON CONCRETE SUPPORTS UNDER BOTH ENDS PER DETAIL B.
- ACCESSIBILITY PARKING REQUIRED. CONCRETE SIDEWALK TO BE LEVEL WITH GRASS LEVEL. GRADE OF SIDEWALK TO BE 1:20. WIDTH = 1.1m
- PUSHBUTTON DOOR ACTIVATION TO BE LOCATED AS SHOWN.
- SEE STS DRAWING FOR FULL STORM WATER DESIGN.
- HEIGHT OF SHOP IS 5.5m MAXIMUM.
- FOR DETAIL OF SHOP FLOOR LAYOUT SEE DWG BNS-CGS-F-01-1R0
- LOCATE SIGN FOR ACCESSIBLE PARKING PER APPENDIX 29 OF SCHEDULE "A" OF THE TRAFFIC AND PARKING BY-LAW

LEGEND

| | |
|--|-----------------------------|
| | Property Line |
| | Emergency Stop |
| | Industrial Building |
| | Vehicle Barriers |
| | Egress Points |
| | Fire Extinguisher |
| | Fire Hydrant |
| | Bollards |
| | Propane Line (liquid) |
| | Propane Line (vapour) |
| | Chain Link Fence |
| | Storm Drain |
| | Night-Sky Friendly Lighting |
| | Accessible Parking Space |
| | Accessible Parking Sign |
| | Finished Grade |
| | Water Flow Direction |



| | | |
|----|----------|--|
| 20 | 03/10/15 | -changes to floor plan per John Brown |
| 19 | 02/12/15 | -increase size of parking spaces per planning dept of Temiskaming |
| 18 | 05/12/14 | -update floor plan per BNS-CGS-F-01-1R0 |
| 17 | 17/11/14 | -changes per review by planning dept of Temiskaming Shores |
| 16 | 07/11/14 | -add note + addition of proposed infiltration drainage trench (Detail D) |
| 15 | 06/11/14 | -integrate elevations and drainage per Shaba Engineering (gray layer) |
| 14 | 04/11/14 | -changes per review by planning dept of Temiskaming Shores |
| 13 | 29/10/14 | -add accessibility parking space per planning dept of Temiskaming |
| 12 | 20/10/14 | -changes per review by Northern Ontario Natural Gas Co. |
| 11 | 15/10/14 | -changes per review by planning dept of Temiskaming Shores |
| 10 | 09/10/14 | -reconfigure shop with paint booth against west wall |
| 9 | 08/10/14 | -remove asphalt and addition of tank elevation detail |
| 8 | 08/10/14 | -version using accurate survey per storm water management |
| 7 | 24/09/14 | -version with no bulk storage |

| REV | DATE | DESCRIPTION |
|---|-------------|---------------------------------|
| DWG NO: BNS-CGS-S-01-1R20 | | |
| APPROVED BY: | | |
| 182 George St. PO Box 894, Arthur, Ontario NOG 1A0 | | beatty petroleum consulting inc |
| CORNER GAS - DYMOND, ON Site Drawing | | |
| PREPARED BY: | CHECKED BY: | |
| Jeff Collinson | Alex Beatty | |
| REV: 20 | signature: | date: |



STORMWATER MANGEMENT REPORT

For 2419753 ONTARIO INC.

New Liskeard, Ontario

Our Project File # STS 2014 0069

Submitted To:

Mike Da Silva

Submitted By:

Shaba Testing Services LTD.

Kirkland Lake, Ontario

December 5, 2014

©

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SHABA TESTING SERVICES LTD.

Engineering Services, Materials Testing, Quality Control and Inspections

INTRODUCTION

The Company 2419753 Ontario Inc. plans to develop the vacant lots on Brazeau Drive in the industrial complex. The lots are bounded to the south by a ditch that adjoins Brazeau Drive, to the east by a ditch that slopes northerly, and to the north by hydro easement and to the west by a vacant lot. The lot is roughly 1.31 ha in size. It will consist of an industrial building, parking lots, gravel roads and propane cylinders storage stations. Only 37 percent of the area will be impervious cover. The lot terrain slopes eastward with a range of elevation from 257 m to 250 m. According to the attached storm water design drawing, all the finished grade elevations have been identified, so also identified are the flow directions and our stormwater mitigation strategies.

BACKGROUND

Storm water management practices are predicated upon the facts that land developments have the tendency to increase both the volume and rate of flow of surface runoff from precipitation. The once pervious surface, which allows much of the precipitation to infiltrate into the ground, gives way to impervious surfaces such as roof tops and paved parking lots thereby decreasing the percolation rate and hence increased the subsequent surface runoff. Additionally, commercialization has the tendency for adding unforeseen sediments into the receiving lakes and streams, thereby contributing to water quality degradation. And in extreme cases, uncontrolled post-development runoff due to impervious surfaces can culminate into channel erosion, sediment deposits, flooding or surcharging of major hydraulic structures.

The aim of this brief report, therefore, is to provide assurances by way of recommending mitigation strategies that the excess post-development runoff will be managed by a series of mitigation strategies such as the one shown in figure 1. Therefore, our proposed mitigation measures will dwell exclusively on the peak flow from the impervious surfaces, such as roof tops, unpaved parking lots, gravel roads and the pervious surfaces such as the lawn, swale, etc. Those measures will be worked into the ditches located within the vicinity of the property.

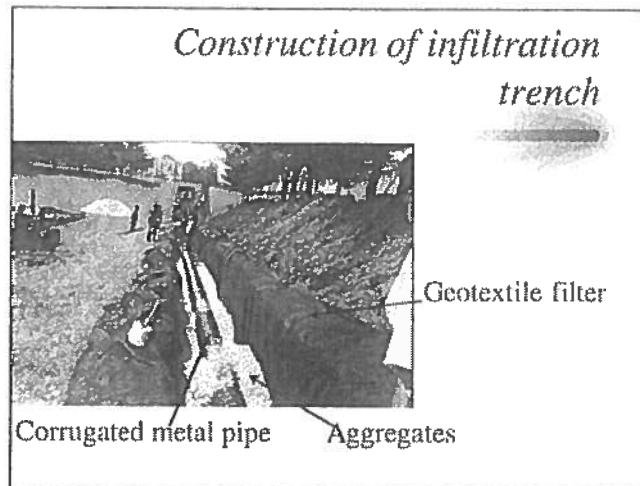


Figure 1

METHODOLOGY

A quick calculation of the peak flow would be done by using Rational Method. Other sources of information will be from Guidelines of the MTO Drainage Management Manual (DMM) Part 2, and relevant water engineering textbooks.

Rational Method

Of all the methods that are available for calculating peak discharges, the Rational Method , proposed over a century ago, continues to be the most commonly used method for determining peak discharges for drainage facilities for small watersheds of 25 km² (10 ha) or less. This formula expressed in metric is as follows:

$$Q = 1/360 \times C \times I \times A \text{ (m}^3\text{/s) or } 2.78 \times C \times I \times A \text{ (L/s)}$$

Q= Peak design discharge in m³/sec or L/s

1/360 = conversion constant to metric units (0.0028)

C= Runoff coefficient (dimensionless)

I = average rainfall intensity for a duration equal to the time of concentration in mm/hr

A = area of watershed in hectares (ha)

SITE FLOW CALCULATIONS

The Intensity-Duration-Frequency (IDF) Curve for Dymond ONT Hydro from Environment Canada (Enclosure I) will be used. The time of concentration, which is defined as the time it will take for drops of water at hydraulically distant part of the site to reach the point of collection, will be calculated by using the 8ransby-Willaims formula ($T_c = \frac{0.057L}{S_w^{0.2} A^{0.1}}$) since the composite runoff C, as calculated below, is more than 0.40. The Tc calculated were 2.14 and 4.86 minutes for the two areas that will be drained by the swale and the infiltration trench. Tc of 15 minutes will be chosen instead. The required storm period of 1:25 yr will also be used. Our estimate of flow calculations based on Rational Method for this property, with 90 mm/hr intensity for 25 yr-storm, for the three identified catchment areas, are as follows.

| Catchment Area | Description | Area ha | Intensity | Coefficient of Runoff | Peak Flow m ³ /sec |
|----------------|----------------------------------|---------|-----------|-----------------------|-------------------------------|
| I | Roof tops/ Pads, etc. | 0.15 ha | 90 mm/hr | 0.95 | 0.035 |
| II | Unpaved parking lot/gravel roads | 0.34 ha | 90 mm/hr | 0.95 | 0.082 |
| III | Lawn/Grass | 0.82 ha | 90 mm/hr | 0.10 | 0.020 |

Composite runoff coefficient $C = \frac{A_1 C_1 + A_2 C_2 + A_3 C_3}{A_T} = 0.42$; Total watershed area = 1.31 ha.

Total peak flow $Q_{peak} = 1/360 \times 0.42 \times 90 \text{ mm/hr} \times 1.31 \text{ ha} = 0.13755 \text{ m}^3/\text{sec}$

Therefore, in 15 minutes the volume of storage for 25 yr-storm = $0.13755 \text{ m}^3/\text{sec} \times 60\text{sec}/\text{min} \times 15 \text{ minutes} = 123.8 \text{ m}^3$

Conveyance Flow Calculations

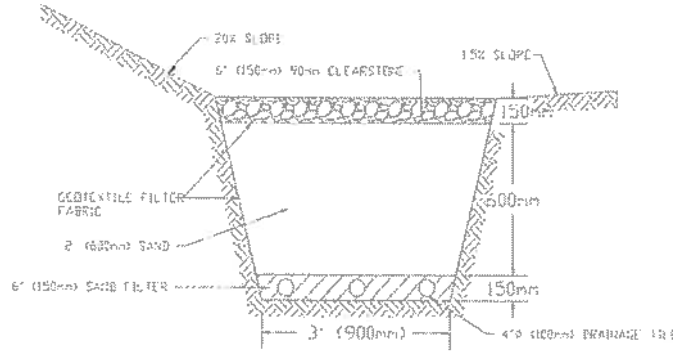
Max flow discharge, $Q = 1.0/n * (A * R^{2/3} * S^{1/2})$ – Manning's Equation

Where A = flow area, R = hydraulic radius, n = material roughness coefficient, S = 2% slope (0.02m/m)

Infiltration Trench Flow Calculations

$n = 0.025$ (excavated gravel, uniform channel)

$$A = y(b + zy) \rightarrow y = 0.9\text{m}, b = 0.9\text{m}, z = 0.225\text{m} \quad R = [y(b + zy)] / b + [2y(1 + z^2)^{1/2}]$$



PROPOSED INF. TRENCH (DETAIL 3 ; NTS)

$$A = (0.9)[0.9 + (0.225)(0.9)]$$

$$R \approx 0.36$$

$$A = 0.99225\text{m}^2$$

$$Q = (1.0 / 0.025) (0.99225) (0.36)^{2/3} (0.02)^{1/2}$$

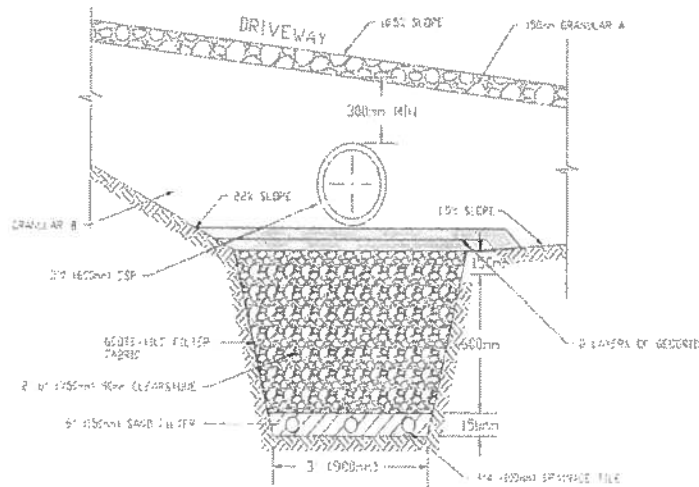
$$Q = 2.85 \text{ L/s}$$

Corrugated Steel Pipe Culvert Flow Calculations

$n = 0.022$ (corrugated steel, uniform pipe)

$$A = (\theta + \sin\theta) D^2/8 \rightarrow \theta = 360, D = 0.6\text{m}$$

$$R = D/4 [1 - (\sin\theta / \theta)]$$



$$A = (360 + \sin 360) (0.6^2 / 8)$$

$$R \approx 0.15$$

$$A \approx 16.2\text{m}^2$$

$$Q = (1.0 / 0.022) (16.2) (0.15)^{2/3} (0.02)^{1/2}$$

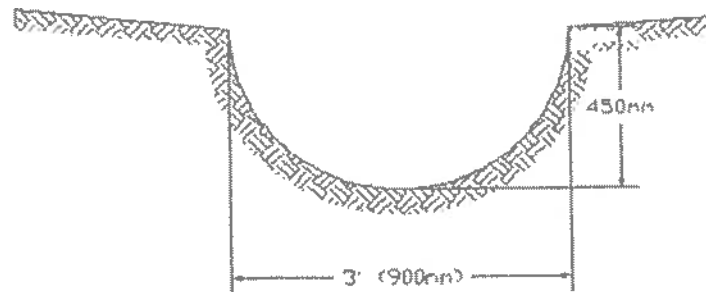
$$Q = 29.40 \text{ L/s}$$

Grassed Swale Flow Calculations

$n = 0.030$ (short grass)

$$A = (\theta + \sin\theta) D^2/8 \rightarrow \theta = 180, D = 0.9\text{m}$$

$$R = D/4 [1 - (\sin\theta / \theta)]$$



$$A = (180 + \sin 180) (0.9^2 / 8)$$

$$R \approx 0.15$$

$$A \approx 18.23\text{m}^2$$

$$Q = (1.0 / 0.022) (18.23) (0.23)^{2/3} (0.02)^{1/2}$$

$$Q = 31.79 \text{ L/s}$$

Weeping Tile Flow Calculations

$n = 0.020$ (corrugated plastic, uniform pipe)

$$A = (\theta + \sin\theta) D^2/8 \rightarrow \theta = 360, D = 0.1\text{m}$$

$$R = D/4 [1 - (\sin\theta / \theta)]$$

$$A = (360 + \sin 360) (0.1^2 / 8)$$

$$R \approx 0.025$$

$$A \approx 0.45\text{m}^2$$

$$Q = (1.0 / 0.020) (0.45) (0.025)^{2/3} (0.02)^{1/2}$$

$$Q = 0.27 \text{ L/s}$$

SUMMARY

| | |
|--|-------------------------------------|
| Site Area for Stormwater Management | = 0.49 ha (impervious) |
| Volume of Storage provided for 25 yr-storm using 90 mm/ hr | = 122.5 m ³ (impervious) |
| Actual Volume of storage | = 123.8 m ³ |
| Maximum Expected Discharge (grassed swale) | = 31.79 L/s |
| Maximum Expected Discharge (infil. trench) | = 2.85 L/s |
| Maximum Expected Discharge (CSP culvert) | = 29.4 L/s |
| Maximum Expected Discharge (3 weeping tiles) | = 0.81 L/s |

RECOMMENDED MITIGATION MEASURES

A review of the current topography suggests that the preponderance of the new storm water runoff would emanate from the roof tops, gravel roads and the unpaved parking lot catchment areas. The roof top storm water will be collected by eaves trough and downspout/s. The down pipes will be connected to a 6 inch -diameter weeping tile and the water will be subsequently released onto the gravel parking lot as sheet flow. This flow, in addition to the parking lot runoff would be channeled towards the swale and eventually to the southerly ditch on Brazeau Drive.

Our mitigation measures will be directed at exercising control over the increased runoff in order to minimize downstream impacts. Some runoff from the easterly side of the main building will flow first to the infiltration trench and the flow will be subsequently tricked into the ditch located on Brazeau Drive. Flows on the northern part of the property will be swaled into a depression rip rap, so as to decelerate the flow velocity, and then onward into the easterly ditch as shown on the drawing. See our attached drainage drawing for more details of runoff management. In summary, our remediation measures will include "Conveyance and End-of-Channel" controls as detailed here.

1. The construction of 0.9 m wide infiltration trench to carry surface runoff southerly to the ditch on Brazeau Drive. Details of the trench can be found on the enclosed drawing.
2. The construction of the northern grassed -swale to carry any surface runoff from both pervious (gravel roads) and impervious areas to the rip-rap lined depression, and on to the easterly located ditch as shown on the drawing. The swale will be 0.9 m in Diameter, y_n normal depth of 0.45m and longitudinal slope of slope of 1-2 % or as required.

3. All embankments will be protected with riprap to prevent erosion, slope failure and silt migration to any of the ditches.
4. Our end-of-pipe controls will include the protection culvert inlet and outlet by rip-rap layout in accordance with OPSD 810-010.

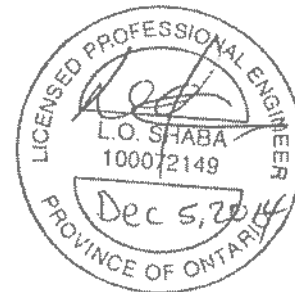
CONCLUSION

In conclusion, all of the above measures are designed to produce decreased surface runoff volume, increase in infiltration, lower peak runoff to the adjacent channels, and filter out sediment and prevention of bank erosion. This design and its subsequent implementation will ensure the stormwater generated from this property is well contained, managed and will pose no deleterious effect on the adjacent properties. This design is indeed a better fit for the final landscape. Consequently, we are confident that the post development stormwater runoff due to this new development will not exceed that of the predevelopment so long as the measures listed above are adhered to.

Respectfully Submitted,



Lad Shaba, P.Eng;
Shaba Engineering & Testing Services Ltd.
Phone: (705) 567-4187
Cell # (705) 568-7992
Shabatesting@shabatesting.com



Enclosures:

- I Short Duration Rainfall Intensity – Dymond ONT Hydro
- II Stormwater Design Drawing

REFERENCES

1. Hammer, Mark. Water and Wastewater Technology. Third Edition. Wiley, 1996.
2. Highway Planning and Design. Technical Courseware for intermediate Level. Section 'C' Drainage.
3. MTO Drainage Management Manual Part 2. 1995-1997.
4. Nathanson, Jerry. Basic Environmental Technology. Prentice-Hall. 1986.
5. Ontario Building Code 2012
6. MTO Drainage Manual. Highway Planning & Design, Technical Course: Intermediate Level. Section C-20, Drainage.
7. RTAC. Drainage Manual Volume 1 and 2. RTAC. 1982.
8. Wurbs, Ralph & James, Wesley. Water Resources Engineering. Prentice-Hall. 2001

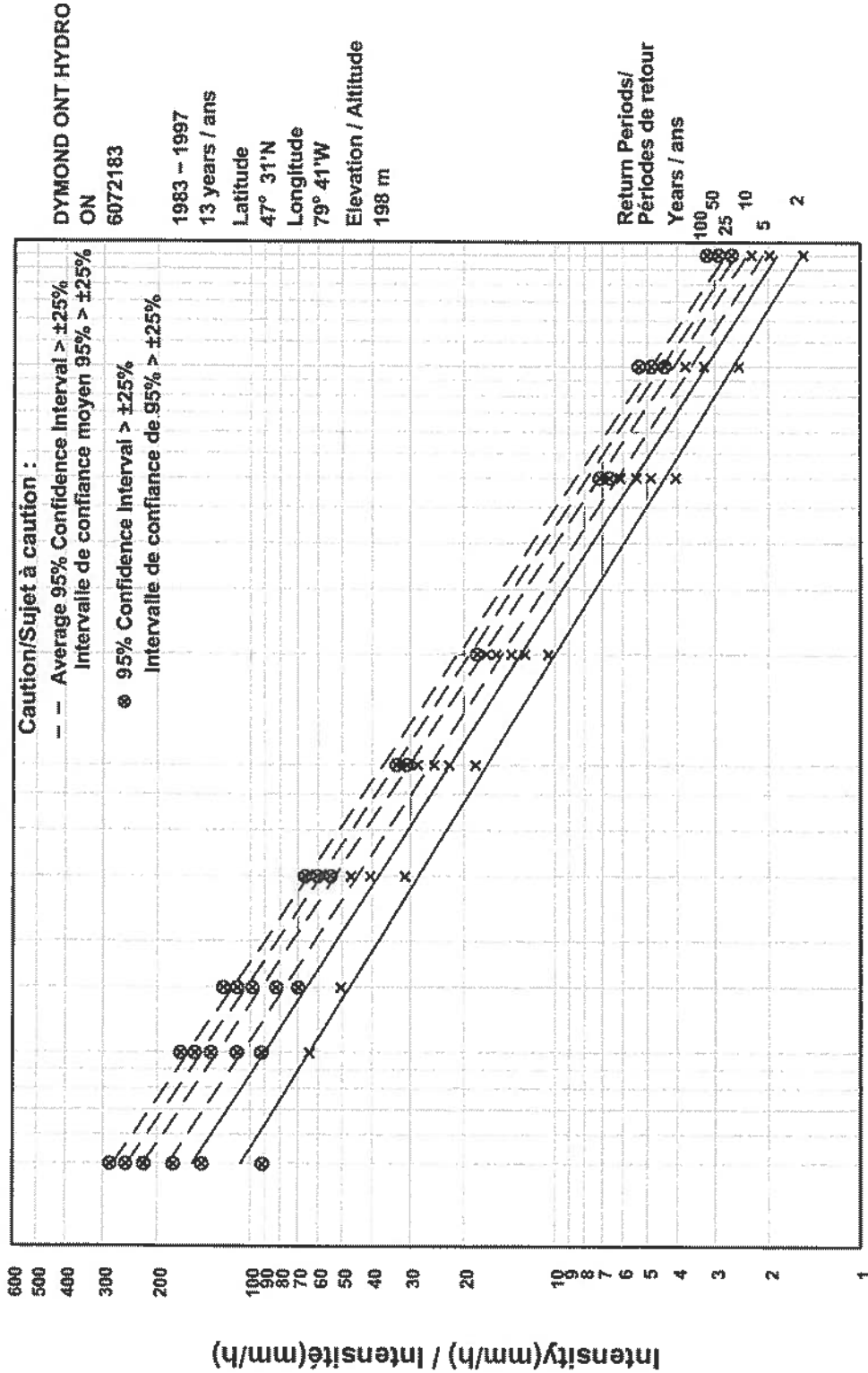
Enclosure I – SHORT DURATION RAINFALL INTENSITY – DYMOND ONT HYDRO

Enclosure II – STORMWATER DESIGN DRAWING SHOWING LOT GRADING FLOW DIRECTIONS

Short Duration Rainfall Intensity-Frequency Data

2011/05/17

Données sur l'intensité, la durée et la fréquence des chutes de pluie de courte durée



The Corporation of the City of Temiskaming Shores

By-law No. 2015-065

Being a by-law to enter into an agreement with the Town of Cobalt for the acceptance of recyclable materials at the Spoke Transfer Station on Barr Drive

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

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

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

And whereas Council considered Administrative Report PW-053-2014 – "Spoke Transfer Station Agreement" at the December 16, 2014 regular meeting of Council and agreed to enter into agreements outside municipalities for the acceptance of recyclable material at the Spoke Transfer station;

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 **Town of Cobalt** for the acceptance of recyclable materials at the Spoke Transfer Station, 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 17th day of March, 2015.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule “A” to

By-law No. 2015-065

Agreement between

The Corporation of the City of Temiskaming Shores

and

The Corporation of the Town of Cobalt

for the acceptance of recyclable materials
at the Spoke Transfer Station on Barr Drive

This Agreement

Between:

**The Corporation of the City of Temiskaming Shores
(Herein referred to as “The City”)**

And:

**The Corporation of the Town of Cobalt
(Herein referred to as “Municipality”)**

Witnesses that in consideration of the fees reserved and the covenants and provisos herein contained on the part of the City and the Municipality, the City hereby grants access to the Municipality those certain Lands situated in the City of Temiskaming Shores, District of Timiskaming, being Parcel 24755 Section SST, Part South ½ Lot 7, Concession 1, Dymond Part 1 Plan 54R-4278, as registered in the Registry Office for the District of Timiskaming, with a municipal address of 547 Barr Drive, hereinafter referred to as the “Facility” for a term **commencing on the 9th day of October, 2014 and ending on the 31st day of December, 2015.**

Section One – Municipality’s covenants:

The Municipality covenants with the City as follows;

- (a) **Processing fees** – to pay the City \$250 per tonne plus H.S.T. for the processing of recyclable materials collected from the Municipality. Such fees to be paid within 30 days of receipt of the invoice from the City.
- (b) **Renewal** – to notify the City of its intention to renew this agreement by November 30th of each year, as outlined in Section Three (c) of this agreement. The City reserves the right to review and amend the processing fee on an annual basis.
- (c) **Indemnities** – to indemnify the City against all liabilities, damages, costs, claims, loss or actions arising out of:
 - (i) a breach, violation or non-performance of a covenant or condition in this agreement on the part of the Municipality to be observed or performed;
 - (ii) damage to the property by the Municipality, and persons claiming through the Municipality, or damage to other property except where the damage has been caused by the negligence of the City; and
 - (iii) injury to or the death of a person or persons occurring on the Lands or the area adjacent thereto, except where the injury has been caused by the negligence of the City.

- (d) **Compliance** – to comply with and conform to the requirements of every applicable statute, law, by-law, regulation, requirement and order from time-to-time in force during the term of this agreement, and any extension thereof.
- (e) **Accepted Materials** – to deposit recyclable materials accepted by the City only. The City reserves the right to refuse any material not outlined in Appendix A, attached hereto. Whether unloaded or not, refused material shall be removed by or at the expense of the municipality or the person seeking to dispose of it.
- (f) **Use of Facility** – not to use the facility for any purpose other than to carry on the agreed upon recycling activities.

Section Two – City’s Covenants:

The City covenants with the Municipality as follows:

- **Access for Processing** – to provide access to Municipality to the Spoke Transfer Station at 547 Barr Drive for the deposit of recyclable materials collected from the Municipality in designated locations. The City will charge and collect a fee of \$250 per tonne plus H.S.T. for all material deposited commencing on the 9th day of October, 2014.

Section Three - Provisos

- (a) **Non-waiver** – Any condoning, excusing or overlooking by the City of any default, breach or non-observance by the Municipality of any covenant, proviso or condition herein contained does not constitute a waiver of the City’s rights hereunder in respect of any continuing or subsequent default, breach or non-observance and does not defeat or affect in any way the rights of the City hereunder in respect of any continuing or subsequent default, breach or non-observance. All rights and remedies herein contained on the part of the City are deemed to be cumulative and not alternative.
- (b) **Default provisions** – Whenever;
 - (i) The Municipality defaults in the payment of any installment of fees, or of any other sum payable hereunder, and the default continues for thirty (30) days; or
 - (ii) The Municipality fails to perform or observe any of the covenants, agreements or provisions, conditions or provisos contained in this agreement on the part of the Municipality.
- (c) **Notices** – All notices given pursuant to this agreement are sufficiently given if mailed, prepaid and registered, in the case of the City, addressed as follows:

City of Temiskaming Shores

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

and in the case of the Municipality addressed to the Municipality at:

Town of Cobalt

P.O. Box 70, 18 Silver Street
Cobalt, ON, P0J 1C0

unless either party gives notice to the other of a change of address by registered mail. The date of receipt of any notice is deemed to be seven days after mailing.

- (d) **Amendment** – This agreement may not be modified or amended except by an instrument in writing signed by the parties hereto or by their successors or assigns.
- (e) **Binding Effect** – The terms and provisions of this agreement extend to, are binding upon and inure to the benefit of the parties, their successors and assigns and shall be interpreted according to the laws of the Province of Ontario.
- (f) **Captions** – The captions appearing at the headings of the paragraphs in this agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope of meaning of this agreement or any of its provisions.

Signed, Sealed and Delivered in the presence of;

City of Temiskaming Shores

Date

Mayor – Carman Kidd

Date

Clerk - David B. Treen

Town of Cobalt

Date

Mayor - Tina Sartoretto

Date

Clerk - Candice Bedard

Appendix A

Acceptable Recyclable Materials

Recyclable containers includes the following forms of containers:

- a) food and beverage glass bottles and jars, including metal lids;
- b) metal food and beverage cans;
- c) cardboard cans such as from frozen juice, refrigerated dough, chips, and nuts;
- d) aluminum cans, foil, foil plates and foil trays;
- e) empty plastic containers (1 through 7);
- f) aseptic packaging, such as drink boxes;
- g) empty aerosol containers
- h) foam polystyrene (Styrofoam) such as from takeout, egg cartons, drinking cups and meat trays;
- i) polycoat containers such as milk and juice cartons; and
- j) any other container designated by the Director of Public Works to be a recyclable container.

Recyclable papers includes the following:

- a) household paper, including junk mail, writing paper, computer paper, non-foil gift wrap, non-foil greeting cards and envelopes;
- b) paper egg cartons;
- c) paper rolls;
- d) paper bags, other than treated bags, such as flour, sugar, potato and pet food bags;
- e) newspapers and inserts;
- f) magazines, catalogues and glossies;
- g) telephone directories;
- h) soft covered books and hard covered books (hardcover removed and recycled separately); and
- i) any other paper or paper products designated by the Director of Public Works to be recyclable papers.

Recyclable cardboard includes clean, unwaxed corrugated cardboard and box board.

Recyclable plastic film includes grocery, shopping, dry cleaning, bread bags, vegetable/fruit bags, milk bags (outer and rinsed inner bag), outer wrap from packaging and bubbled plastic packaging.

The Corporation of the City of Temiskaming Shores

By-law No. 2015-066

**Being a by-law to designate any plan of subdivision,
or part thereof, that has been registered for eight years or more,
which shall be deemed as not a registered plan of subdivision
330 View Street – Roll No. 54-18-030-005-004**

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

And whereas the property owner has requested that the following properties be merged on title: Lots 1 and 2, Plan M81NB, Parcels 11456SST, and 12647SST;

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

1. That the lands hereinafter described shall be deemed not to be a lot or block on a Registered Plan of Subdivision for the purposes of Section 50(4) of the Planning Act R.S.O. 1990, c.P.13, as amended and as generally illustrated on Schedule "A" attached hereto and forming part of this by-law.
2. That the lands are described as
 - a) Lots 1 and 2, Plan M81NB, Parcels 11456SST, and 12647SST
3. That in accordance with Section 50(28) of the Planning Act, R.S.O. 1990, c.P.13, as amended, a certified copy or duplicate of this by-law shall be registered by the Clerk of the Corporation of the City of Temiskaming Shores at the Land Registry Office in Haileybury, Ontario.
4. That in accordance with Section 50(29) of the Planning Act, R.S.O. 1990, c.P.13, as amended, Council shall give notice of the passing of the by-law within 30 days of the passing to the owner of land to which the by-law applies.
5. That in accordance with Section 50(30) of the Planning Act R.S.O. 1990, c.P.13, as amended, Council shall hear in person or by an agent any person to whom a notice was sent, who within twenty days of the mailing of the notice gives notice to the Clerk of The Corporation of the City of Temiskaming Shores that the person desires to make representations respecting the amendment or repeal of the by-law.
6. That the Mayor and Clerk are authorized to sign all necessary documents in connection with this by-law.

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

Read a first, second and third time and finally passed this 17th day of March, 2015.

Mayor – Carman Kidd

Clerk – David B. Treen

Schedule “A”

City of Temiskaming Shores



330 View Street

Fraser Houghton

The Corporation of the City of Temiskaming Shores
By-law No. 2015-067

Being a by-law to enter into an agreement with
LISAND Electrical Services for a Master Electrician
Service Contract

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 009-2015-PW at the March 17, 2015 Regular meeting of Council and directed staff to prepare the necessary by-law to enter into an agreement with LISAND Electrical Services for a Service Contract for a Master Electrician for consideration at the March 17, 2015 Regular meeting of Council;

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 an agreement with LISAND Electrical Services for Electrical Services in relation to water and wastewater facilities, attached hereto as Schedule "A" and forming part of this by-law; and
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

Read a first, second and third time and finally passed this 17th day of March, 2015.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law No. 2015-067

Agreement between

The Corporation of the City of Temiskaming Shores

and

LISAND Electrical Services

Master Electrician
Service Contract

Form of Agreement

this agreement made in duplicate this 17th day of March, 2015.

Between:

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

and:

LISAND Electrical Services
(hereinafter called "the Contractor")

Witnesseth:

That the City and the Contractor shall undertake and agree as follows:

1. Contract Period

The parties agree that the obligations of the Parties under this Agreement shall commence on the **1st day of April, 2015** and shall terminate on the **31st day of March, 2016**.

2. Right to Terminate Agreement

The City reserves the right to terminate this agreement should the contractor fail to provide the services in accordance to the provisions contained herein.

3. Respond to Request for Service

The Master Electrician will be required to respond to requests for service based on the following criteria within the timeframes identified:

| Nature of Electrical Issue | Timeframe |
|---|------------------|
| Critical – Operation of facility may be compromised based on health and safety or compliance with legislation; | 2 hrs |
| Crucial – Facility can operate without, but for only a short duration; | 8 hrs |
| Urgent – Component has a back-up, but based on age of component may require lead time to acquire parts. | 24 hrs |

Note: It is anticipated that most electrical issue would be categorized as *URGENT*

4. Assess Electrical Issue

In concert with municipal or OCWA staff the **Master Electrician** will assess the electrical issue and perform testing and troubleshooting to verify the root cause of the electrical issue and recommend a course of action. In the event that the testing and troubleshooting should exceed 1 day (8 hrs), the contractor must consult with City Staff before proceeding. Invoicing to City would be based on time expended.

In the event the issue can be rectified on site, the Contractor shall arrange for such repairs. Time will be invoiced based on rates outlined in *Form of Quotation* along with incidental materials.

5. Acquisition of Materials by the Contractor

In the event the contractor recommends repair and/or replacement of specific parts, such parts are to be identified and obtained based on the following criteria:

| Value of Parts | Criteria | Max. Mark up |
|---------------------|--|--------------|
| < \$ 2,000 | Obtain parts from supplier of Electrician's choice | 20% |
| \$2,001 to \$10,000 | Obtain 3 supplier quotations | 10% |
| > \$ 10,000 | Obtain 3 supplier quotations and consult with City | 10% |

The contractor shall validate compliance with this provision through submission of appropriate documentation to the City when submitting invoices.

6. Installation and Commissioning

The contractor shall make repairs on-site when practical on a time and material basis. Installation of replacement/new parts shall be completed by the contractor subsequent to receipt of the part(s). Any and all permits required shall be obtained by the Contractor with associated fees reimbursed by the City.

Commissioning shall be coordinated by the Contractor through consultation with the City and/or OCWA and any other agency, such as the Electrical Safety Association (ESA) as may be required.

7. Remuneration

The contractor shall accept the compensation based on the hourly rates in the below table for furnishing all necessary labour.

| Description | Hourly Rate |
|-----------------------------------|-------------|
| Assessment by Master Electrician | \$ 75.00 |
| Installation – Master Electrician | \$ 75.00 |
| Installation – Journeyman | \$ 70.00 |
| Installation – Apprentice | \$ 40.00 |

8. Facility Access

The Ontario Clean Water Agency (OCWA) is the accredited operator of all water and wastewater facilities within the City of Temiskaming Shores through an operations and maintenance agreement with the City. As a result OCWA has care and control of these facilities including third party access. Many of the issues to which the contractor would be responding to are typically identified by OCWA. The Contractor shall ensure that OCWA is aware of any and all visits to water and wastewater facilities through the following contact(s):

Mike Del Monte

OCWA Cluster Manager

Cell: 705-648-4233

Work: 705-672-5549 Ext. 223

or

Eddie Hillman

Overall Responsible Operator

Cell: 705-648-4139

Work: 705-672-5549 Ext. 224

9. Indemnification of Corporation

The Contractor shall exonerate, indemnify and hold harmless the City, its directors, officers, employees and agents from and against any and all Claims which may be suffered or incurred by, accrue against or be charged to or recoverable from the Corporation to the extent that such Claim is caused by the Contractor's negligence or wilful misconduct when performing the Services.

10. Insurance

For the sake of this agreement and while on Municipal property, the Contractor shall carry and maintain during the term of this agreement, a certificate of comprehensive policy of public liability and property damage insurance, acceptable to the City providing insurance coverage in respect to any one accident to the limit of at least \$ 2,000,000 exclusive of interest and cost against loss of or damage to person or property. The policy shall cover all operations and liability assumed under this assignment with the City. It shall not contain any exclusions or limitations and shall not be allowed to lapse throughout the duration of the Contract.

The policy shall cover all operations and liability assumed under this assignment with the City. It shall not contain any exclusions or limitations and shall not be allowed to lapse throughout the duration of the contract.

11. WSIB and Contractor Personnel

The Contractors employees must not be either mentally or physically impaired by any substance, medicinally or otherwise. The Contractors employees must be experienced operators.

The Contractor must remain in good standing with the Worker's Compensation Board throughout the duration of the Contract. The Contractor clearly understands and agrees that neither he/she or anyone hired by him/her is covered by the City of Temiskaming Shores under the Workers Compensation Act, and the Contractor shall be responsible for and pay all dues and assessments payable under the Worker's Compensation Act, the Unemployment Insurance Act, or any other Act, whether Provincial or Federal, in

respect of himself/herself, his/her employees and operations, and shall upon request, furnish the City with satisfactory evidence that he/she has complied with the provisions of such Act. If the Contractor shall fail to do so, the City shall have the right to withhold payment for such sum or sums of money due to the Contractor as may be required to cover such default and the City shall have the right to make such payment.

Information on coverage under the Worker's Compensation Act can be obtained directly from the Worker's Compensation Board.

The Contractor is responsible for the payment of wages of any employees hired by him/her and when requested, shall furnish evidence to the satisfaction to the City that these wages have been paid in full. The City reserves the right to withhold payment for such sum or sums of money due to the Contractor as may be required to cover such default in addition to holding the Contractor responsible for any loss or damage the City may suffer as a result of such default.

12. Communication

All communications in writing between the parties 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 City for whom they are intended or if sent by post or telegram addressed as follows:

The Contractor: **LISAND Electrical Services**
P.O. Box 523
32 St-Joseph Blvd.
Belle Vallee, ON; P0J 1A0
Attn: Andre R. Lachapelle

The City: **City of Temiskaming Shores**
P.O. Box 2050
325 Farr Drive
Haileybury, ON; P0J 1K0
Attn: G. Douglas Walsh, Director of Public Works

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

Signed and Sealed in)
the presence of)

LISAND Electrical Services

Contractor's Seal)
(if applicable))

Owner – Andre Lachapelle

Municipal Seal)

Witness
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. 2015-068

Being a by-law to authorize a Lease Agreement with Phillip Alexander to permit the use of Municipal Land for Cultivation Purposes (Dymond Wastewater Lagoon Area)

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

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

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

And whereas Council considered Administrative Report No. CS-013-01-2011 at the June 7, 2011 Regular meeting of Council resulting in the adoption of By-law No. 2011-092 to enter into an agreement for the cultivation of hay from the South Part of Lot 6, Concession 3, Dymond Township, Reference Plan TER107, Part 1, Parcel 15630SST (approximately 14 ha. – 35 acres);

And whereas Council considered Administrative Report No. CGP-016-2015 at the March 17, 2015 Regular meeting of Council and directed staff to prepare the necessary by-law to enter into a lease agreement with Mr. Phillip Alexander to permit the use of municipal land for cultivation purposes.

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

1. That the Mayor and Clerk be authorized to execute the lease agreement with Mr. Phillip Alexander for the use of municipal land for cultivation purposes, a copy of which is attached hereto as Schedule "A" and forms part of this by-law.
2. That By-law No. 2011-092 is hereby repealed.
3. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

Read a first, second and third time and finally passed this 17th day of March, 2015.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law No. 2015-068

Lease Agreement between

The Corporation of the City of Temiskaming Shores

and

Mr. Phillip Alexander

for the Cultivation of Hay on Lands owned by
The City of Temiskaming Shores
(Dymond Wastewater Lagoon Area)

THIS AGREEMENT, made this 17 day of March 2015.

BETWEEN:

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES
(Hereinafter referred to as the "the City")

and:

PHILIP ALEXANDER
(Hereinafter referred to as "the Benefactor")

WHEREAS the City is the owner of real property legally described as:

Area of Municipal Sewage Lagoons, Dymond Township – Part of South Part Lot 6, Concession 3, Dymond Township; Reference Plan TER107, Part 1, Parcel 15630SST; Approximately 14 ha. (35 acres); as shown in Red on Schedule "A."

Formerly the Township of Dymond, now in the City of Temiskaming Shores, (hereinafter referred as "the Lands");

AND WHEREAS the Benefactor wishes to use the Lands for cultivation purposes;

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES HEREIN CONTAINED, THE PARTIES AGREE AS FOLLOWS:

1. The word "Cultivation" as used in this agreement, shall mean the process of seeding, growing, bailing and removal of hay for use in the feeding of farm animals.
2. The Benefactor shall have the right to use the Lands for cultivation for the term of this Agreement which commences March 17, 2015 and ends December 31, 2020 unless the Agreement is terminated early by either party.
3. The Benefactor shall have no right to use the Lands for any other purpose than cultivation, and shall commit no act on the Lands which would constitute a nuisance to any other person.
4. **The Benefactor shall not be entitled to fertilize the Lands or to use pesticides or herbicides on the Lands without the prior written consent of the City.**
5. At the termination of this Agreement, the Benefactor shall leave the Lands in no worse condition than existed at the date of signature of this Agreement.
6. The Benefactor shall pay to the City for the rights granted herein, the sum of \$400 per annum, payable in advance on or before the 1st day of May in each year.
7. Either party may terminate this agreement on not less than thirty (30) days written notice to the other. Unless the Lands are required by the City for an immediate purpose, it shall terminate the Agreement in any year until the Benefactor has had a reasonable opportunity to remove his hay crop from the Lands.

8. The Benefactor shall indemnify and save harmless the City from and against any and all liabilities, claims, damages, actions and causes of action arising from his use of the Lands.
9. The Benefactor shall on or before the 1st day of May in each year, provide proof of liability insurance in the amount of \$2 million for the lands and all activities carried out thereon during use by the Benefactor.
10. The Benefactor shall not be entitled to assign the benefit of this agreement without the consent in writing of the City, which consent may be unreasonably withheld.

IN WITNESS WHEREOF THE PARTIES HAVE SET THEIR HANDS AND SEALS ON THE DATE FIRST ABOVE WRITTEN.

THE CORPORATION OF THE
CITY OF TEMISKAMING SHORES

MAYOR

CLERK

Brenda Macinn
Witness

Phillip Alexander
Phillip Alexander
804191 Golf Course Road
RR2
New Liskeard, ON P0J 1P0

The Corporation of the City of Temiskaming Shores

By-law No. 2015-069

**Being a by-law to enter into an agreement with Tri-Town
Auto & Industrial Supplies for the Supply and Delivery of
Miscellaneous Automotive Oils and Lubricants (2015)**

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-010-2015 at the March 17, 2015 Regular meeting of Council and directed staff to prepare the necessary by-law to enter into an agreement with Tri-Town Auto & Industrial Supplies for the supply and delivery of miscellaneous automotive oils and lubricants for consideration at the March 17, 2015 Regular meeting of Council;

And whereas the Council of The Corporation of the City of Temiskaming Shores deems it necessary to enter into an agreement with Tri-Town Auto & Industrial Supplies;

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 Tri-Town Auto & Industrial Supplies for the Supply and Delivery of miscellaneous oils and lubricants at an upset limit of \$18,737.52 plus taxes, a copy of which is attached hereto as Schedule "A" and forms part of this by-law;
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make 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 17th day of March, 2015.

Mayor – Carman Kidd

Clerk - David B. Treen



Schedule "A" to

By-law 2015-069

Agreement between

The Corporation of the City of Temiskaming Shores

and

Tri-Town Auto & Industrial Supplies

for the Supply and Delivery of miscellaneous
Automotive Oils and Lubricants

This agreement made in duplicate this 17th day of March, 2015.

Between:

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

and

Tri-Town Auto & Industrial Supplies
(hereinafter called “the Supplier”)

Witnesseth:

That the Owner and the Contractor shall undertake and agree as follows:

Article I:

The Supplier will:

- a) Provide all material and perform all work described in the Contract Documents entitled:

**Corporation of the City of Temiskaming Shores
Supply and Delivery of Miscellaneous Automotive Oils & Lubricants
Request for Quotation No. PW-RFQ-001-2015**

- b) Do and fulfill everything indicated by this Agreement and in the Contract Documents, attached hereto as Appendix 01 – Form of Agreement, forming part of this agreement;
- c) Complete, as certified by the Director, all the work by **March 31, 2016.**

Article II:

The Owner will:

- a) Pay the Contractor in lawful money of Canada for the material and services aforesaid as quoted on the Form of Tender (Appendix 01) plus applicable taxes subject to additions and deductions as provided in the Contract Documents.
- b) Make payment on account thereof upon the Director’s certification in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such invoice.

Article III:

A copy of each of the Form of Tender, Special Provisions, Item Special Provisions, General Conditions, Specifications, Addenda/Addendum No. 0 to 0 are hereto annexed to this Form of Agreement and together with the plans relating thereto, and listed in the Specifications, are made a part of this Contract, herein called the Contract Documents, as fully to all intents and purposes as though recited in full herein.

Article IV:

All communications in writing between the parties, or between them and the Director 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 post or telegram addressed as follows:

The Supplier: **Tri Town Auto & Industrial Supplies**
63 Scott Street
New Liskeard, Ontario
P0J 1P0

The Owner: **Corporation of the City of
Temiskaming Shores**
P.O. Box 2050
325 Farr Drive
Haileybury, Ontario
P0J 1K0

The Director: **The Director of Public Works
City of Temiskaming Shores**
P.O. Box 2050
325 Farr Drive
Haileybury, Ontario
P0J 1K0

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

| | | |
|----------------------|---|--|
| Signed and Sealed in |) | Miller Maintenance Northern |
| the presence of |) | |
| |) | |
| Contractor’s Seal |) | _____ |
| |) | Contractor – Ryan Cote |
| |) | |
| |) | _____ |
| |) | Witness |
| |) | Name: _____ |
| |) | |
| |) | 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. 2015-069

Form of Agreement



Tri-Town Auto & Industrial Supplies
63 Scott Street
NewLiskeard Ontario
P0J1P0
Phone: (705)-647-6864
Fax (705)-647-7927
Amind@ttai.ca/Accounting@ttai.ca/Robert@ttai.ca

It is our please to quote on your need for Lubricants. Our company is a Distributor for Northern Ontario for a Large Multi National Lubricant company. ENI is in 83 countries and employs 83,000 employees world wide. All of our products meets of exceed all current certifications.

- All deliveries are all FOB your shop.
- A list of all product information sheet and MSDS will be provided.
- At any time during the contract period new certification on lubricants are added and if any of these product are affected they will exchange with current certification, existing product can be return to Tri Town Auto for Credit as long as it's in resaleable condition.
- We will also provide the City with inventory management ,our sales representative can be made available on a weekly basis as you require. Arrangement with your purchasing department can determine the service level required for the duration of this contract.
- Any additional product required not included in this Bid pricing will be based on same level discount as the PWO-RFQ-001-2015.
- All product quoted in PWO-RFQ-001-2015 will be stock items at our warehouse in NewLiskeard.
- Updated MSDS Sheet and Product Data Sheet will be provided

PRODUCT OFFERING:

1. All product offering will be ENI Lubricants in majority at the exception of product not available in size or spec in ENI, SHELL product will be used. Both products are top quality lubricant well accepted in the Industry.
2. Chain oil #15090 Heavy Summer Grade,15980 Light Winter Grade NAPA Value will be supplied.

Robert R Lafreniere

President

Tri-Town Auto Industrial Supplies





| | |
|--|---|
| Company Name Tri-Town Auto Industrial Supplu | Contact name (please print) Robert Lafreniere |
| Mailing Address PO Box 969 New Liskeard Ontario | Title President |
| Postal Code POJ 1P0 | Authorizing signature "I have the authority to bind the company/corporation/partnership." |
| Telephone 705-647-6864 ext 232 | Fax 705-647-7927 |
| Cell Phone if possible 705-648-3706 | Email Robert@ttai.ca |



Form of Quotation

Each FORM OF QUOTATION should contain the legal name under which the Bidder carries on business, telephone number and fax number, as well the name or names of appropriate contact personnel which the City may consult regarding the Quotation.

I/We, the undersigned, have carefully examined the attached documents and conditions of the Quotation. I/We understand and accept those specifications, conditions, and details as described herein, and, for these rates/prices offer to furnish all equipment, labour, apparatus and documentation as are required to satisfy this Quotation.

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

Section 1

| Description | Unit | Quantity | Price per unit | Extended Total |
|--|-------------------|--------------|------------------------------------|----------------|
| SAE 15W40 motor oil, 1 Litre bottle, for newer diesel engines. Shell product # 550019972 or equivalent <u>AP715</u> | Litre | 144 Litres | 3.48 | \$501.12 |
| SAE 15W40 motor oil, 5 Litre jug, for newer diesel engines, Shell product # 550023711 or equivalent <u>AP729P</u> | Liter 4X3.87L | 240 Litres | \$11.64 Price Per Liter 3.01 | \$722.40 |
| SAE 15W40 motor oil, 20 Litre pail, for newer diesel engines, Shell product # 550019975 or equivalent. <u>AP726P</u> | Litre 1X18.9L | 2,400 Litres | 52.10 Price per Liter 2.76 | \$6,624.00 |
| SAE 10W30 motor oil, 5 Litre bottle, for both gas and diesel engines, Shell product # 550023673 or equivalent. <u>550023673</u> | 3X5L Litre | 144 Litres | 18.90 Per Liter 3.78 | \$544.32 |
| SAE 10W30 motor oil, 18.9 Litre pails, for gas engines <u>AP752P</u> | Litre 1x18.9L | 60 Litres | 56.34 Per Liter 2.98 | \$178.80 |
| SAE 0W-30 motor oil, H.D. 18.9 litre, synthetic blend, Shell Rotella T5 product # 550019888 (431-550-42) or equivalent <u>550019888</u> | Litre 1X18.9L | 18.9 litres | 93.62 Per Liter 4.95 | \$93.62 |
| SAE 5W30 motor oil, 5 Litre bottle, for gasoline engines. Shell product # 550023882 (425-580-75) or equivalent. <u>530ISCQ</u> | Litre 1X.946ml | 48 Litres | 2.82 | \$135.36 |
| 5W30 motor oil, 4 Litre jug, for gasoline engines. <u>530ISCQ</u> | Litre 1X.946ml | 120 Litres | 2.82 | \$338.40 |

This is Page 1 of 7 to be submitted



| Description | Unit | Quantity | Price per unit | Extended Total |
|--|-------------------|--------------------------|--------------------------|----------------|
| Spirax S4 TXM, (Oonax) TD, Hydraulic fluid, 18.9 Litre pail, Shell product # 550026891 (486-104-42) or equivalent. <u>APUTP</u> | Litre 1X18.9l | 2,000 Litres | 48.50 Per Liter 2.56 | \$5,120.00 |
| Spirax S3 ATF MD3 (Donax) TG transmission fluid, 18.9 litre Shell product # 550026920 (486-106-42) or equivalent. <u>AP502P</u> | Litre 1x18.9L | 200 Litres | 49.14 Per Liter 2.60 | \$520.00 |
| SAE 30 motor oil, 20 Litre pail <u>AP780P</u> | Litre 1X18.9L | 20 Litres | 54.05 Per Liter 2.86 | \$57.20 |
| Universal Anti freeze, 4 Litre jug, <u>non diluted</u> , green <u>22378</u> | Litre 4x3.78 | 60 Litres | 11.58 Per Liter 3.06 | \$183.60 |
| Universal anti freeze, 205 Litre drum, <u>pre-mix 50/50</u> , green Flo Perm part # 90639 or equivalent <u>995106L65</u> | Litre 1X205L | 205 Litres | 364.90 Per Liter 1.78 | \$364.90 |
| Extended life coolant/ anti freeze, pre-diluted to -50C, 4 Litre jug, red <u>995188L19</u> | Litre 4X3.78 L | 60 Litres | 11.55 Per Liter 3.05 | \$183.00 |
| Extended life coolant/ anti freeze, pre-mix 50/50, -50C, 205 Litre drum, red, Flo Perm part # 92196 or equivalent. <u>995186L65</u> | Litre 1 X205 L | 205 Litres | 590.20 Per Liter 2.88 | \$590.40 |
| 80W90 Gear oil, 60 Litre keg, Shell Spirax product # 550032417 (437-006-52) or equivalent. <u>550032417</u> | Litre | 240 Litres 1X60 L | 222.60 Per Liter 3.71 | 890.40 |
| Spirax S3 ATF MD3 , type ATF, transmission fluid, 1 Litre bottle, Shell product # 550027653 <u>AP499</u> | Litre | 240 Litres 1X .946ml | 2.69 Per Liter 2.69 | \$645.60 |
| Windshield Washer, all season, rated -40, non smear, 205 litre drum, Recochem part # 25-209 or equivalent. | Litre | 205 litre 1X 205 L | 241.99 Per Liter 1.18 | \$241.90 |
| Diesel Exhaust Fluid, A.P.I. Certified, 9.46 litre bottle, A.P.I. Certified, compatible with all SCR emission control systems, meets ISO 22241 specifications, Valvoline product # 729566 or equivalent. | Litre | 200 litres 1 X 9.45 L | 13.63 Per Liter 1.44 | \$288.00 |
| Chain saw oil, heavy summer grade, 4 Litre jug. <u>15090</u> | Litre | 80 litres 4X 3 L | 8.52 Per Liter 2.13 | \$170.40 |
| Chain saw oil, light winter grade, 4 Litre jug | Litre | 48 Litres | 7.68 Per Liter 1.92 | \$92.16 |

Page 2 of 7 to be submitted



| | | | | |
|--|------|------------------------|---------------------------|-------------|
| EP Grease, extreme high pressure, multipurpose red lithium, 220 viscosity, suitable for auto wheel bearing and chassis 400g tubes. 10 tubes /case, SRS2000, Shell product # <u>550027557 or equivalent</u> | Tube | 80 tubes 1X 10 Tube | 31.50 Per Tube 3.15 | \$252.00 |
| | | | SUB TOTAL | \$18,737.58 |
| | | | H.S.T. | \$2,435.88 |
| | | | TOTAL | \$21,173.46 |

In consideration of non stocking items at Vendor's depot, anticipated delivery of required items shall be

(State) 3 Buis Days DAYS delivered to 200 Lakeshore Road, New Liskeard, and ON P0J 1P0 subject to "Terms of Delivery" stated within.

"Shell" Original Manufacturer yes no

If no; Name brand quoted ENI Lubricants Shell and NAPA Value

No substitutes from the declared brand name will be allowed for the duration of the agreement. The City reserves the right to determine whether the name brand is equivalent or acceptable and further retains the right to reject name brands at its sole discretion without any obligation or liability whatsoever to the Bidder.

1. Majority of Product will be ENI Lubricants Products ,Shell is used for product not offered By ENI
2. NAPA Value will be used Only in the Chain Oil portion Summer and Winter Part Number 15090/15080

Page 3 of 7 to be submitted



Page 4 of 7 to be submitted

City of Temiskaming Shores
PWO-RFQ-001-2015
Miscellaneous Oils and Lubricants

Non Collusion Affidavit

I/ We _____ Robert Lafreniere _____ 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 it's 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.

Dated at NewLiskeard this 27 day of February, 2015

Signed

Company Name

Tri-Town Auto Industrial Supply

Title

President



Page 5 of 7 to be submitted

**City of Temiskaming Shores
PWO-RFQ-001-2015
Miscellaneous Oils and Lubricants**

Conflict of Interest Declaration

Please check appropriate response:

- I/we hereby confirm that there is not nor was there any actual or perceived conflict of interest in our quotation submission or performing/providing the Goods/Services required by the Agreement.
- The following is a list of situations, each of which may be a conflict of interest, or appears as potentially a conflict of interest in our Company's quotation submission or the contractual obligations under the Agreement.

List Situations:

In making this quotation submission, our Company has / has no *(strike out inapplicable portion)* knowledge of or the ability to avail ourselves of confidential information of the City (other than confidential information which may have been disclosed by the City in the normal course of the quotation process) and the confidential information was relevant to the Work/Services, their pricing or quotation evaluation process.

Dated at NewLiskeard this 27 day of February, 2015.

Firm Name Tri Town Auto Industrial

Bidder's Authorization Official Robert R Lafreniere

Title President

Signature 

Page 6 of 7 to be submitted



City of Temiskaming Shores
PWO-RFQ-001-2015
Miscellaneous Oils and Lubricants

Accessibility for Ontarians with Disabilities Act, 2005 Compliance Agreement

I/We, by our signature below, certify that we are in full compliance with Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service made under the *Accessibility for Ontarians with Disabilities Act, 2005*. If requested, we are able to provide written proof that all employees have been trained as required under the act.

This regulation establishes accessibility standards for customer service as it applies to every designated public sector organization and to every person or organization that provides goods or services to members of the public or other third parties and that have at least one employee in Ontario.

Name TRI-TOWN AUTO INDUSTRIAL Company Name

Phone Number 705-647-6864 Address 63 SCOTT ST New Liskeard
ON- P4J1P6

I, _____, declare that I, or my company, are in full compliance with Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service under the *Accessibility for Ontarians with Disabilities Act, 2005*.

I, Robert Lafreniere _____, declare that I, or my company, are not in full compliance with Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service under the *Accessibility for Ontarians with Disabilities Act, 2005*, yet fully agree to meet the required compliance training standards on or before the delivery of the required goods and/or services. In an effort to assist non-compliant vendors, a link to a free e-learning course module called Serve-Ability, Transforming Ontario's Customer Service is available at www.gov.on.ca/mcss/serveability/splash.html.

Date: February 27 2015

Page 7 of 7 to be submitted

The Corporation of the City of Temiskaming Shores

By-law No. 2015-070

**Being a by-law to appoint members to the
Master Fire Plan Review Committee**

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

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

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

And whereas By-law No. 2013-108 approving the establishment of a Master Fire Plan Review Committee and adopting the Terms of Reference for the said committee was adopted by Council;

And whereas the Terms of Reference state that the Master Fire Plan Review Committee shall be comprised of eight (8) members: the Mayor for the City of Temiskaming Shores, two (2) members of the City of Temiskaming Shores Council, the City Manager, the Fire Chief/CEMC, one (1) representative from the Dymond Fire Station, one (1) representative from the Haileybury Fire Station, and one (1) representative from the New Liskeard Fire Station;

And whereas Council deems it necessary to appoint members to the Master Fire Plan Review committee;

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

1. That Council hereby appoints the following members to the Master Fire Plan Review Committee:
 - a) Mayor Carman Kidd;
 - b) Councillor Doug Jelly;
 - c) Councillor Mike McArthur;
 - d) Christopher W. Oslund, City Manager;
 - e) Tim Uttley, Fire Chief/CEMC;

- f) Steve Langford, District Chief - Haileybury Station;
 - g) Ian Mackey, District Chief - Dymond Station; and
 - h) Jamie Sheppard, District Chief - New Liskeard Station.
2. That By-law No. 2013-109 to appoint members to the Master Fire Plan Review Committee is hereby repealed.
 3. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the By-law and schedule, after the passage of this By-law, where such modifications or corrections do not alter the intent of the By-law.

Read first, second and third time and finally passed this 17th day of March, 2015.

Mayor – Carman Kidd

Clerk – David B. Treen

The Corporation of the City of Temiskaming Shores

By-law No. 2015-071

Being a by-law to confirm certain proceedings of Council of The Corporation of the City of Temiskaming Shores for its Special meeting held on March 10, 2015 and its Regular meeting held on March 3, 2015

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 Special meeting of **March 10, 2015** and its Regular meeting held on **March 17, 2015** 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 17th day of March, 2015.

Mayor – Carman Kidd

Clerk – David B. Treen