



The Corporation of the City of Temiskaming Shores  
Regular Meeting of Council  
Tuesday, September 3, 2019  
6:00 P.M.  
City Hall Council Chambers – 325 Farr Drive

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**Agenda**

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

4. **Approval of Agenda**

*Draft Motion*

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

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

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

*Draft Motion*

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

- a) Regular meeting of Council – August 13, 2019.

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

7.1. *Zoning By-law Amendment (ZBA-2019-04)*

**Owner:** In & Out Truck Wash

**Subject Land:** 433959 Hawn Drive

**Purpose:** Site specific amendment to rezone the property from Manufacturing Industrial (M2) to Manufacturing Industrial Exception (M2-E) to add “motor vehicle washing establishment” as a permitted use on the subject property. The property owner intends to build a transport truck / large vehicle washing facility on the property.

8. **Question and Answer Period**

9. **Presentations / Delegations**

10. **Communications**

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

**Re:** Policy Update – Fixing the Housing Affordability Crisis

**Reference:** Referred to the Planner

b) Dave Gordon, Senior Advisor - Association of Municipalities Ontario

**Re:** Policy Update – Next Steps on Blue Box Program

**Reference:** Referred to the Technical & Environmental Compliance Coordinator

c) Suzanne Huschilt, Municipal Clerk – Hastings Highlands

**Re:** Request for Support – Municipal Amalgamation

**Reference:** Received for Information

- d) Michael Jacek, Senior Advisor - Association of Municipalities Ontario  
**Re:** Policy Update – Things from the AMO Conference  
**Reference:** Received for Information
  
- e) Honourable Jonathan Wilkinson, Minister – Fisheries and Oceans  
**Re:** Response to Resolution No. 2019-355 “Amendments to the Fisheries Act (Bill C-68)”  
**Reference:** Received for Information
  
- f) Jim Simpson, National President – Canadian Union of Public Workers  
**Re:** Federal Election – Canada Post  
**Reference:** Received for Information

Draft Motion

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

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

None

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

None

**13. Reports by Members of Council**

**14. Notice of Motions**

**15. New Business**

**a) Provincial Highway Signage – City of Temiskaming Shores**

*Draft Motion*

Whereas the City of Temiskaming Shores was an amalgamation of Haileybury, New Liskeard and the Township of Dymond effective January 2004; and

Whereas Highway 11 traverses through the City of Temiskaming Shores; and

Whereas and Provincial highway signage, whether directional, mileage or route information related to the City of Temiskaming Shores references either Haileybury, New Liskeard or the Township of Dymond.

Now therefore be it resolved that the Council of the City of Temiskaming Shores hereby requests that the Ministry of Transportation Ontario installs highway and directional signage referencing the City of Temiskaming Shores.

**b) Administrative Report No. PW-025-2019 – Assumption of Roadways – FPT Boreal Subdivision**

*Draft Motion*

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. PW-025-2019; and

That Council hereby directs staff to prepare the necessary by-law for the assumption of a Highway for public use being Red Fox Avenue, Partridge Street, Fisher Avenue, and Robin Street within the City of Temiskaming Shores for consideration at the September 3, 2019 Regular Council meeting.

**c) Administrative Report No. PW-026-2019 – Water and Sewer Rate Standardization**

*Draft Motion*

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. PW-026-2019;

That Council acknowledges the need to standardize and consolidate the current Water and Sewer Service Rates By-law; and

That Council directs staff to include the implementation of an Industrial, Commercial and Institutional Water Meter Program as a Capital Project for Council's consideration during the 2020 Budget process.

**d) Administrative Report No. PW-027-2019 – Stop Sign Request – Morrissette Drive at Meridian Avenue**

*Draft Motion*

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

That Council approves the placement of a "STOP" sign at the south west corner of Morrissette Drive and Meridian Avenue, facing westward; and

That Council directs staff to prepare the necessary amendment to By-law 2012-101, being a by-law to *Regulate Traffic and Parking of Vehicles in the City of Temiskaming Shores* for consideration at the September 3, 2019 Regular Council meeting.

**e) Administrative Report No. PW-028-2019 – Proposed MTO Cost Sharing Agreement – Highway Improvements (Highway 11N and Highway 65E)**

*Draft Motion*

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

That Council approves proceeding with the release of Request for Proposal PW-RFP-004-2019 as included as Appendix 03 to Administrative Report PW-028-2019;

That Council directs staff to respond to the Ministry of Transportation Regional Office, indicating that the City respectfully declines entering into a cost sharing agreement with the Ministry of Transportation Ontario for improvements to the Highway 11N/Golf Course Road intersection, Highway 65E/Wilson Drive intersection and Highway 65E/proposed Grant Drive extension; and

That Council directs staff to respond to the Ministry of Transportation Regional Office, indicating that the City will be proceeding with the release of a Request for Proposal which will include all required work for the design of Grant Drive Extension and the intersection with Highway 65E as recommended in the *Paradigm Proposed Extension of Grant Drive Transportation Impact Study* dated January 2019.

**f) Memo No. 016-2019-RS – Amendment to By-law No. 2019-018 – Appointment of member to the Bicycle Friendly Committee**

Draft Motion

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

That That Council directs staff to prepare the necessary by-law to amend By-law No. 2019-018 to appoint **Stacy Utas** and **Céline Léger Nolet** to the *Bicycle Friendly Committee* for consideration at the September 3, 2019 Regular Council meeting

**g) Memo No. 015-2019-RS – Amendment to By-law No. 2019-082 Recreation Non-Resident User Fee Policy – Northern Loons / Tri-Town Soccer Club**

Draft Motion

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

That Council directs staff to prepare the necessary by-law to amend By-law No. 2019-082 to include the Northern Loons Swim Club at \$125 per year and the Tri-Town Soccer Club at 25% of registration fee per year under Section 3 Organizations Subject to the Fee.

**h) Memo No. 016-2019-RS – Letter of Municipal Significance – Battle of the Bands – Zach’s Crib**

Draft Motion

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

That Council hereby declares the Battle of the Bands fundraising event for

Zack's Crib scheduled for Saturday, October 19, 2019 as an event of municipal significance.

**i) Administrative Report RS-013-2019 – Agreement for the preparation of a Recreation Master Plan**

*Draft Motion*

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report RS-013-2019; and

That Council directs staff to prepare the necessary by-law to enter into an agreement with DBA Trace Planning and Design for the development of a Recreation Master Plan at the upset limit of \$89,720 plus applicable taxes to be completed prior to March 31, 2020 for consideration at the September 3, 2019 Regular Council meeting.

**j) Administrative Report No. CS-043-2019 – Lease Agreement – Skate Sharpening Booth – Don Shepherdson Memorial Arena**

*Draft Motion*

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CS-043-2019; and

That Council directs staff to prepare the necessary by-law to enter into a lease agreement with 1568133 Ontario Inc. (o/a Active 1 Source for Sports) for the use of the Skate Sharpening Booth at the Don Shepherdson Memorial Arena from September 1, 2019 to August 31, 2022 for consideration at the September 3, 2019 Regular Council meeting.

**k) Administrative Report No. CS-044-2019 – FedNor Funding – Culinary Tourism Strategy Implementation**

*Draft Motion*

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CS-044-2019; and

That Council directs staff to prepare the necessary by-law to enter a Contribution Agreement with Fed Nor to implement a Culinary Tourism Strategy for the Lake Temiskaming Tour for consideration at the September 3, 2019

Regular Council meeting.

**l) Administrative Report No. CS-045-2019 – Tax Arrears Certificate (TAC) – Extension Agreement**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CS-045-2019; and

That Council direct staff to prepare the necessary by-law to enter into a Tax Arrears Certificate (TAC) Extension Agreement for the property Roll No. 54-18-010-007-21001 (50 Dixon Street) for consideration at the September 3, 2019 Regular Council meeting.

**m) Administrative Report No. CS-046-2019 – Lease Agreement with Dr. Lynn Lacasse for rental of space at the Haileybury Medical Centre**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CS-046-2019;

That Council directs staff to prepare the necessary by-law to enter into a lease agreement with Dr. Lynne Lacasse for rental space at the Haileybury Medical Centre for consideration at the September 3, 2019 Regular Council meeting; and

That Council directs staff to prepare the necessary by-law to amend By-law No. 2019-040 to remove Rooms 232 and 234 from the lease agreement with the Haileybury Family Health Team for consideration at the September 3, 2019 Regular Council meeting.

**n) Administrative Report No. CS-047-2019 – Zoning By-law Amendment No. ZBA-2019-02 (RK Breau Holdings) - Approval**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CS-047-2019;

That Council agrees to amend the provisions of the City of Temiskaming



Shores Zoning By-law No. 2017-154 to permit the zone change from Low Density Residential (R2) to High Density Residential Exception (R4-#); and

That Council directs staff to prepare the necessary by-law to amend the City of Temiskaming Shores Zoning By-law No. 2017-154 for consideration at the September 3, 2019 Regular Council meeting.

**o) January to August, 2019 Capital Financial Report**

Draft Motion

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

**16. By-laws**

Draft Motion

Be it resolved that:

By-law No. 2019-133 Being a by-law to authorize the borrowing upon Serial Debentures in the principal amount of \$492,521.05 towards the cost of Fleet Replacement

By-law No. 2019-134 Being a by-law for the Assumption of a Highway for Public Use (Robin Street – Fisher Avenue – Partridge Street – Red Fox Avenue)

By-law No. 2019-135 Being a by-law to amend By-law No. 2019-018 (Committee Appointments By-law) - Appointment of members to the Bicycle Friendly Committee

By-law No. 2019-136 Being a by-law to amend By-law No. 2019-082 (Non-Resident User Fee Policy) - Northern Loons Swim Club & Tri-Town Soccer Club

- By-law No. 2019-137 Being a by-law to enter into an agreement with DBA Trace Planning and Design for the development of a Recreation Master Plan for the City of Temiskaming Shores
- By-law No. 2019-138 Being a by-law to enter into a Lease Agreement with 1568133 Ontario Inc. (o/a Active 1 Source for Sports) for the rental of the Skate Sharpening Booth at the Don Shepherdson Memorial Arena
- By-law No. 2019-139 Being a by-law to enter into an agreement with Her Majesty the Queen in Right of Canada as represented by the Ministry of Industry – FedNor to implement a Culinary Tourism Strategy for the Lake Temiskaming Tour
- By-law No. 2019-140 Being a by-law to authorize the execution of a Tax Arrears Extension Agreement pursuant to Section 378 of the Municipal Act, 2001
- By-law No. 2019-141 Being a by-law to amend By-law No. 2012-101 (Traffic By-law) – Stop Sign on Morrissette at Meridian
- By-law No. 2019-142 Being a by-law to enter into a lease agreement with Dr. Lynne Lacasse for the rental of space at the Haileybury Medical Centre
- By-law No. 2019-143 Being a by-law to amend By-law No. 2019-040 (Lease Agreement with the Haileybury Family Health Team) – to Remove Rooms 232 & 234 at the Haileybury Medical Centre

By-law No. 2019-144 Being a by-law to enact an amendment to the City's Comprehensive Zoning By-law 2017-154 to rezone property from Low Density Residential (R2) to High Density Residential Exception 18 (R4-18) - Dymond Concession 4, South Part of Lot 9; Plan M275T Lot 1 and part of Lot 2; RP 54R-6002 Parts 1

be hereby introduced and given first and second reading.

*Draft Motion*

Be it resolved that

By-law No. 2019-133;

By-law No. 2019-134;

By-law No. 2019-135;

By-law No. 2019-136;

By-law No. 2019-137;

By-law No. 2019-138;

By-law No. 2019-139;

By-law No. 2019-140;

By-law No. 2019-141;

By-law No. 2019-142;

By-law No. 2019-143; and

By-law No. 2019-144

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

**17. Schedule of Council Meetings**

a) Regular – Tuesday, September 17, 2019 at 6:00 p.m.

b) Regular – Tuesday, October 1, 2019 at 6:00 p.m.

**18. Question and Answer Period**

**19. Closed Session**

**20. Confirming By-law**

*Draft Motion*

Be it resolved that By-law No. 2019-145 being a by-law to confirm certain proceedings of Council of The Corporation of the City of Temiskaming Shores for its Regular meeting held on **September 3, 2019** be hereby introduced and given first and second reading.

*Draft Motion*

Be it resolved that By-law No. 2019-145 be given third and final reading, be signed by the Mayor and Clerk and the corporate seal affixed thereto.

**21. Adjournment**

*Draft Motion*

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



**The Corporation of the City of Temiskaming Shores**  
**Regular Meeting of Council**  
**Tuesday, August 13, 2019**  
**6:00 P.M.**  
**City Hall Council Chambers – 325 Farr Drive**

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**Minutes**

**1. Call to Order**

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

**2. Roll Call**

Council: Mayor Carman Kidd; Councillors Jesse Foley, Jeff Laferriere, Mike McArthur and Danny Whalen

Present: Christopher W. Oslund, City Manager  
David B. Treen, Municipal Clerk  
Doug Walsh, Director of Public Works  
Tammie Caldwell, Director of Recreation  
Shelly Zubyck, Director of Corporate Services  
Tim Uttley, Fire Chief  
Jennifer Pye, Planner  
Mitch Lafreniere, Manager of Physical Assets  
James Franks, Economic Development Officer

Regrets: Councillor Doug Jelly and Patricia Hewitt

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

Members of the Public Present: approx. 55

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

**Deletions:**

**Under Item 19 – Closed Session delete:**

Closed Session in its entirety.

**4. Approval of Agenda**

*Resolution No. 2019-426*

Moved by: Councillor Laferriere

Seconded by: Councillor Foley

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

**Carried**

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

None.

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

*Resolution No. 2019-427*

Moved by: Councillor McArthur

Seconded by: Councillor Whalen

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

- a) Regular meeting of Council – July 9, 2019
- b) Special meeting of Council – July 23, 2019
- c) Special meeting of Council – August 7, 2019

**Carried**

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

*7.1. Zoning By-law Amendment (ZBA-2019-02)*

**Owner:** City of Temiskaming Shores

**Agent:** RK Breau Holdings Inc.

**Subject Land:** Northwest Corner of Roland / Raymond

**Purpose:** Site specific amendment to rezone the property from Low Density (R2) to High Density Residential Exception (R4-E) to permit the construction of three single-story residential buildings on the property each containing six dwelling units as well as a rental/amenities building.

Mayor Kidd outlined that the public meeting scheduled tonight is for one (1) Zoning By-law amendment application 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.

Mayor Kidd stated that 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 in regards to Application No. ZBA-2019-02 from RK Breau Holdings and requested that Jennifer Pye, Planner present the application.

Jennifer Pye, utilizing a slide deck, indicated that the owner of the subject property is the City of Temiskaming Shores and the proposed development is from Mr. Roger Breau (RK Breau Holdings) who is in the process of acquiring the lands from the City and has permission to apply for the amendment as a condition of the sale.

Jennifer outlined that the purpose of the application is for a Site-specific amendment to rezone the property from Low Density Residential (R2) to High Density Residential Exception (R4-#) to permit the development of a rental complex containing a total of 18 units in 6-unit townhouse-style blocks (3) with a rental office/amenities building on-site.

The Official Plan designation is Mixed Used Area which may include a mix of industrial, commercial and institutional uses, associated accessory uses and public service facilities and residential uses compatible with a Mixed Use Area; all uses will be appropriately zoned and all uses will be subject to site plan control.

The current zoning is Low Density Residential (R2), which does not permit the proposed use, thus the reason for the application to amend the Zoning By-law to permit the construction of three townhouse-style building on the property, each containing 6 units for a total of 18 residential units, as well as a rental office/amenities building on-site.

Jennifer provided an illustration of the layout of the proposed development and provided the following additional information:

- Comments from MNRF on a previous development proposal indicated that a bobolink presence/absence survey was not required;
- Property is located within MTO permit control area around Highway 11/Roland Rd intersection (395 m) so application circulated to MTO for comments; and
- Site Plan Control would apply to the development.

Mayor Kidd thanked Jennifer for the presentation and inquired if there were any questions or comments from the applicant.

Mr. Breau outlined that the target market will be those individuals that are getting up in age and maintaining their own home is becoming too much for them, but still have independence. The property would be developed in two phases, the first phase being the two 6-unit structures along Raymond St. and the third unit subsequently. It was also noted that each unit will be 2 bedroom.

Mayor Kidd inquired if there were any written comments on the proposal. Jennifer Pye outlined that she had received two (2), the first from John and Silvia Bos which outlined that they prefer the zoning of the properties to remain as low density residential so that single family houses would be built which fit in with the surrounding family housing. The second submission was from Roger and Gisele Jacques (abutting owners to the west) outlining concern with proper drainage as an existing ditch is now filled in with trees and bushes, looking to minimize the risk of being flooded. Also inquired if a fence was discussed.

Mayor Kidd inquired if there were any questions or comments from members of the public.

***Norm Cambell***

Curious about availability of parking. Mr. Breau responded that each unit will have a driveway and garage. There is also additional parking on the subject property for visitors.

***Dan Dawson***

Dan outlined that it his understanding that there is already a water issue in the Dymond subdivision and funds have been allocated in the budget to upgrade the water system. This proposal represents the fourth potential development going into the subdivision and the concern is that the water system will not be able to handle it.

Mayor Kidd outlined that the City has applied for funding assistance for the installation of a dedicated watermain to improve the water system. It was further inquired as the status of the development should funding not be received. Mayor Kidd responded that there are three major projects on the go that are contingent of that water line being installed and is confident the funding will be received.

***Pierre Rivard***

Pierre outlined he will be discussing some matters related to this property related to their previous interest in acquiring it for development since December 2018. Pierre indicated that Council is aware of various emails, phone calls and timelines – Rivard Bros. has worked professionally over 65 years and has gone through the appropriate channels with City staff when inquiring about land purchasing or developing property in our area.

Rivard Bros want to understand, after following proper procedures, why they are being penalized for the City's miscommunication in this matter. Pierre inquired if the other party



(RK Breau) had gone through the proper channels in purchasing the land, is the below market offer acceptable – question to Council is if Rivard's do not get the land, even though they offered market value and significantly more than the accepted offer (Breau), what is the City's proper procedures to deal with any City staff, if any, for future dealings or developments. Pierre concluded by indicating that the City should have a procedure for land purchases and development, receiving a phone call from the Mayor was very confusing as it is felt City staff should be dealing with these matters.

***Deb Murray***

Deb congratulated those people that do build things in our community, a few years ago she had concerns about the lack of availability of this particular land for another development – that project has since moved ahead at another location. The applicant has indicated that the target market is seniors and hopes that rental rates will be reasonable.

Mayor Kidd inquired if there were any questions or comments from Council, with none he declared this portion of the public meeting to be closed and advised that Council will give due consideration to all comments received tonight.

*7.2. Bucke Park Campground – Public Meeting*

**Owner:** City of Temiskaming Shores

**Subject Land:** Bucke Park Campground

**Purpose:** Proposed disposition of municipal land

Mayor Kidd outlined that the public meeting scheduled tonight is to consider the potential disposition of municipally owned property (Bucke Park Campground). The meeting serves two purposes: first, to present to Council and the public the details and background to the proposed disposition and secondly, to receive comments from the public and agencies before a decision is made by Council.

Mayor Kidd declared the meeting to be open and requested that the Clerk, Dave Treen provide the background to the potential disposition. Dave Treen utilizing a slide deck outlined that the campground is approximately 30 Acres in size with over 1,500 feet of shoreline.

At the April 19, 2018 Building Maintenance Committee (BMC) meeting it was reported that the floor in the Chalet was rotting resulting in a site visit by the City's Chief Building Official (CBO) and a structural engineer to assess the integrity of the Chalet. At the May 15, 2018 BMC meeting it was decided that access to the Chalet would be restricted and based on the report provided by the structural engineer at the June 15, 2018 BMC meeting significant work on the Chalet was required prior to residential occupancy (Camp operator). Staff would investigate various options including the removal of the Chalet,

proceed with one of two options outlined in the report or the option to divest of the campground.

At the November 20, 2018 Recreation Services Committee meeting the Committee approved the recommendation to divest Bucke Park for the year 2020. Council considered the option for divestment at the February 4, 2019 Special Council meeting (Budget meeting) and adopted Resolution No. 2019-099 directing staff to explore the option of divesting itself of Bucke Park Campground by December 31, 2019. At the April 1, 2019 Corporate Services Committee meeting it was outlined that Agnico will proceed with legal process to waive the condition stipulating that property remains as a public park.

Mr. Treen outlined that the Park is accessed from Silver Centre Road (formerly Hwy 567) along Bucke Park Road which traverses across private and municipal property. The road has been established and maintained since 1973, thus it is a legal municipal roadway in accordance to Municipal Act. Bucke Park Road is a Class 6 highway based on Ont. Reg. 239/02 (Minimum Maintenance Standards), receives summer maintenance/grading only. Council could upgrade the road classification, but would not likely do so unless development of the property is significant enough to warrant upgrading, otherwise it would remain seasonal.

Mayor Kidd thanked Mr. Treen for the presentation and read a letter from a private campground operator objecting to Bucke Park remaining under the ownership of the City as it is in direct competition with private campground operators.

Mayor Kidd inquired if there were any questions or comments from members of the public.

### ***Warren Schaffer***

Mr. Schaffer, utilizing a slide deck, made a presentation on behalf of the local citizens group. Warren outlined that he has lived in Haileybury for the past 16 years and is a professor at Northern College with an undergraduate degree in Forest Management Planning and a Masters and Science degree in Wildlife Ecology and Management. On behalf of the local citizens group he is requesting that Bucke Centennial Park not be sold, but instead remain as a municipal entity as it is now with adequate maintenance and funding moving forward.

Warren outlined that parks are recognized internationally for their importance and value as parks and protected areas. Parks provide Economic (Tourism), Biodiversity, Environmental, Therapeutic, Spiritual and Cultural values – from an international perspective parks are to restore, refresh or create anew through stimulation or exercise of the mind, body and soul.

Warren indicated that from a National perspective that 9 out of 10 Canadians are happier, healthier and more productive when connected to nature – there needs to be more protected areas. The values of Bucke Park include Biodiversity, Environmental, Economic, Therapeutic, Spiritual and Cultural. Warren outlined that they have over 1,400

signatures on a petition expressing the interest of not selling Bucke Park. Bucke Park was created in 1967 when Aginico Eagle agreed to lease the land for a park with the stipulation that it remain a park giving access to citizens of all levels of income. Based patchwork of data that he has able to gather there were over 4,000 visitors in 2007, over 5,000 in 2009 and over 7,000 in 2016.

Warren outlined that it has become known that there are concerns about the costs associated with keeping and maintaining Bucke Park and believes there are some costs being circulated that are not accurate, in particular to the cost of maintaining the water system and repairs to the Chalet. The costs for the park are legitimate based on the importance of the park comparable to arenas, beaches or community halls.

Council minutes indicate that a Recreational Master Plan is being worked on and Bucke Park could be part of that plan. Warren outlined that the City could look at more long-term initiatives to increase revenues for the park and that the seasonal campers and the Bucke Centennial Recreation Committee are interested in exploring ways to minimize and manage costs as well as park operation and maintenance.

Warren concluded that there are new various sources of funding that could be pursued including the Environmental Stewardship program from local industry like EOCOM (Elk Lake). Warren also indicated that MPP John Vantof could assist with identify potential revenue streams.

### ***Bill Ramsay***

Bill outlined that both himself and George Othmer had discussion on what could be done to attract people and considered the potential for developing Devil's Rock. A committee is slowly being developed to turn Devil's Rock into a world class attraction – looking to work with our First Nations, Provincial Government, Federal Government and local municipalities. A key component is to have access to the lake via Bucke Park (2.5 km to Devil's Rock), Devil's Rock is 7.5 km from City Hall (boat launch).

Bill is requesting that Council, at least, delay the sale of the park and outlined that development of Devil's Rock would be integral with Graham Gambles' vision to establish a GeoPark. Bill suggested if running it at a deficient is not positive, moth ball it for 2 or 3 years to determine if funding can be achieved – would love to see it remain as a park, cannot see where we are going to develop new parkland in the future. Bill concluded by indicated to buy the park back in 10 to 20 years would be significant.

### ***Robert Ritchie***

Rob outlined that Bucke Park is diverse and offers fishing, boating, birding, camping and is a recreational facility similar to an arena and a ball park – it is not just campers camping and has a life of its own. Rob believes that it could not cost more than \$10,000 to fix the floor in the Chalet which would be much less than what was spent getting snow off of various roofs this spring.

***Claude Seguin***

Mr. Seguin questioned the validity of the agreement with Agnico Eagle in regards to the park remaining as a campground. City Manager, Chris Oslund clarified the situation by indicating that Bucke Fire Department in 1967 developed the park as a Centennial project and leased the land from Agnico Eagle. In 1972, just after Bucke was amalgamated with Haileybury (now Temiskaming Shores), Agnico Eagle transferred ownership of the property to Haileybury (City), thus the City actually owns it; however there was a condition on title that in the event that it was no longer used as a public park it revert back to Agnico Eagle. Agnico, at the time did not want the surface rights to go to someone else if it wasn't the City. Agnico also used to own a number of properties around Bucke which they have divested and have stated that they will remove that covenant on title, the final legal documents for the removal have not been received but are anticipated in due course.

***Chantal Bearisto***

Chantal inquired as to why the City wants to remove the clause that the park remain as a campground and is Bucke Park not the only campground in Temiskaming Shores. Chantal disputed that Bucke Park, owned and operated by the City, is in conflict (competition) with private campgrounds.

***John Brown***

Mr. Brown outlined he is not sure what the City would achieve by selling it, would it be developed with another big house (private) on the lake that someone else gets to enjoy and leaves the rest of us to utilize boat ramps. Bucke Park is the last thing we have and it is part of recreation.

***Tom White***

Tom inquired as to which other recreational facilities are losing money besides Bucke Park, so why aren't other facilities being considered for closure. If it is about saving taxpayers money, close them all.

***Sylvain Gelin***

If the City is losing money, perhaps it is because the park is not advertised – most people do not even know the park exists.

***Al Arseneault***

Al outlined that his son just moved into Bucke Park and people from Earlton came to visit and inquired as to how long the park had been opened – the park is poorly advertised. There used to be Rock Climbers, professional Bass fishermen as it was well advertised.

***Lorraine (?)***

Lorraine inquired about the option to lease the campground to someone so that it does remain as a park.

*It was noted a proposal has been provided to Council in regards to a potential lease.*

**Robert Ritchie**

Rob outlined that in 2010 a Business Study was prepared for Bucke Park by the Recreation Committee. The study offered a plan to expand the facility (i.e. transient sites), to ensure park maintenance was kept up, preparation of a pamphlet promoting the park – one done, however it was for Devil’s Rock. Rob stated that a Bucke Park Recreation Committee was formed last year (2018) to host events (i.e. Christmas in July, Halloween). The Committee is willing to work with the City and has various journeymen on the committee and are willing to assist with repairs (i.e. Chalet).

*There was a general inquiry about the financial loss at Bucke Park.*

Director of Recreation, Tammie Caldwell outlined that there is an anticipated budget deficit of \$13,000 for 2019 in operations plus approximately \$20,000 owing from the Park to reserves.

*A general discussion was held between Robert Ritchie and Mayor Kidd in regards to the water treatment system currently in operation at Bucke Park. Mr. Ritchie was of the opinion that the raw water was improving and eventually there may not be a need for a treatment system at some point. Mayor Kidd outlined that the ongoing cost for the treatment system is expensive.*

**Andrea (?)**

Andrea outlined that culturally for the Algonquin and Ojibway Devil’s Rock has been used for various ceremonies and feels that Council should not worry too much about competing with other campsites – the City could work with them as opposed to against them, if there is no space available at Bucke Park you could refer them to another campground.

Mayor Kidd declared this portion of the public meeting to be closed and advise that Council will give due consideration to all comments received tonight.

**8. Question and Answer Period**

None.

**9. Presentations / Delegations**

a) Patrick Rivard – Rivard Bros.

**Re:** Municipal Land (Roland / Raymond)

In addition to the points provided during the public meeting in relation to Zoning By-law Amendment No. ZBA-2019-02, Mr. Rivard outlined that regardless of the shredding of the deposit check and although someone else put in an offer on the property they were in still in discussion with the City as they still wanted pursue a potential acquisition and development of the subject property.

Mayor Kidd responded that discussions have been held internally in regards the process for potential land sales with all inquiries funneling through one person/desk. Mayor Kidd thanked Mr. Rivard for his presentation.

## 10. Communications

a) Doug Downey, Attorney General Ontario

**Re:** Invitation – Consultation regarding joint and several liability insurance

**Reference:** Referred to the City Manager

b) Jodi Atkins, Council Clerk Secretary – City of Stratford

**Re:** Support – Opposition to 2019 Provincial Budget and Planning Act

**Reference:** Received for Information

c) Rene Brown, Deputy Clerk – Town of Halton Hills

**Re:** Support – Reduction of Litter and Waste

**Reference:** Received for Information

d) Aime J. Dimatteo, Director General – Innovation, Science and Economic Development Canada (FedNor)

**Re:** Rotary Splash Pad – funding declined

**Reference:** Received for Information

e) Fred Paoletti – McCamus Avenue Resident

**Re:** Request for Compost Site

**Reference:** Referred to the Technical & Environmental Compliance Coordinator

f) Dave Gordon, Senior Advisor – Association of Municipalities Ontario

**Re:** Release on Report on Blue Box Transition

**Reference:** Referred to the Technical & Environmental Compliance Coordinator

Resolution No. 2019-428

Moved by: Councillor Laferriere

Seconded by: Councillor McArthur

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

**Carried**

Resolution No. 2019-429

Moved by: Councillor Laferriere

Seconded by: Councillor Whalen

Be it resolved that Council for the City of Temiskaming Shores hereby directs staff to appeal the decision of the Innovation, Science and Economic Development Canada (FedNor) to decline the City of Temiskaming Shores' application for funding towards the Rotary Splash Pad project.

**Carried**

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

Resolution No. 2019-430

Moved by: Councillor Whalen

Seconded by: Councillor Laferriere

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

- a) Minutes of the Temiskaming Shores Police Services Board meeting held on May 13, 2019;
- b) Minutes of the Temiskaming Shores Police Services Board meeting held on July 15, 2019;
- c) Minutes of the Earlton-Timiskaming Regional Airport Authority meeting held on May 16, 2019;
- d) May 2019 Earlton-Timiskaming Regional Airport Authority activity report;
- e) June 2019 Earlton-Timiskaming Regional Airport Authority activity report;
- f) Minutes of the Committee of Adjustment meeting held on June 26, 2019;
- g) Minutes of the Timiskaming Board of Health meeting held on May 29, 2019;
- h) Minutes of the Timiskaming Board of Health meeting held on June 3, 2019;
- i) Minutes of the Timiskaming Board of Health meeting held on June 20, 2019;
- j) Minutes of the Timiskaming Board of Health meeting held on July 3, 2019; and
- k) Minutes of the Emergency Management Program Committee meeting held on March 28, 2019.

**Carried**

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

Resolution No. 2019-431

Moved by: Councillor Foley

Seconded by: Councillor McArthur

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

- a) Minutes of the Building Maintenance Committee meeting held on June 25, 2019;
- b) Minutes of the Protection of Persons and Property Committee meeting held on June 25, 2019;
- c) Minutes of the Public Works Committee meeting held on June 25, 2019;
- d) Minutes of the Temiskaming Transit Committee meeting held on June 26, 2019;



- e) Minutes of the Temiskaming Shores Accessibility Advisory Committee meeting held on July 17, 2019; and
- f) Minutes of the Protection of Persons and Property Committee meeting held on July 24, 2019.

**Carried**

**13. Reports by Members of Council**

Councillor Whalen reported on the following:

- AMO Conference: The City will be having a delegation with the Minister of Natural Resources and Forestry as well as the Minister of Finance. The City will be discussing the OMPF funding.

**14. Notice of Motions**

None.

**15. New Business**

- a) **Administrative Report No. PW-024-2019 – Tender Award – New Liskeard Library Relocation**

Resolution No. 2019-432

Moved by: Councillor Laferriere

Seconded by: Councillor Foley

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. PW-024-2019; and

That Council directs staff to prepare the necessary by-law to enter into an agreement with Venasse Building Group for upgrades to the former New Liskeard Medical Centre to relocate the New Liskeard Branch of the Temiskaming Shores Public Library at an upset limit of \$1,290,000 plus applicable taxes for consideration at the August 13, 2019 Regular Council meeting.

**Carried**

- b) **January to July 2019 Year-to-Date – Capital Project Report**

Resolution No. 2019-433

Moved by: Councillor Laferriere  
Seconded by: Councillor Whalen

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

**Carried**

**c) Memo No. 017-2019-CS – Amendment to By-law No. 2012-101 (Traffic By-law) – Parking on Ferguson Avenue**

Resolution No. 2019-434

Moved by: Councillor Foley  
Seconded by: Councillor Whalen

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 017-2019-CS; and

That Council directs staff to prepare the necessary by-law to amend By-law No. 2012-101 (Traffic By-law), more specifically Appendix 04 to Schedule “A” to prohibit parking between the driveway at 453 Ferguson Avenue and the parking lot for 467 Ferguson Avenue (Community Futures Building) for consideration at the August 13, 2019 Regular Council meeting.

**Carried**

**d) Memo No. 018-2019-CS – Amendment to By-law No. 2012-019 Noise – Exemption for Construction**

Resolution No. 2019-435

Moved by: Councillor Laferriere  
Seconded by: Councillor Foley

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 018-2019-CS; and

That Council directs staff to prepare the necessary by-law to amend By-law No. 2012-019, being a by-law to prohibit and regulate certain noises within the City of Temiskaming Shores to include an “Exemption of Construction” for consideration at the August 13, 2019 Regular Council meeting

**Carried**

**e) Memo No. 019-2019-CS – Appointment of Livestock Evaluator – Tim Goodyear**

Resolution No. 2019-436

Moved by: Councillor Foley  
Seconded by: Councillor Whalen

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 019-2019-CS; and

That Council directs staff to prepare the necessary by-law to amend By-law No. 2005-110 being a by-law to establish a service delivery program under the Livestock, Poultry and Honey Bee Act and appoint a Valuer of Livestock and Poultry for the City of Temiskaming Shores to appoint Tim Goodyear as a Livestock Evaluator and removed those individuals no longer employed by the City.

**Carried**

**f) Memo No. 020-2019-CS – Municipal Accommodation Tax – Stakeholder Consultation**

Resolution No. 2019-437

Moved by: Councillor Whalen  
Seconded by: Councillor Foley

Be it resolved that the Council of the City of Temiskaming Shores hereby authorizes staff to meet with tourism stakeholders with the objective of developing a plan for a Municipal Accommodation Tax for consideration by Council during the 2020 Municipal Budget process.

**Carried**

**g) Memo No. 021-2019-CS – Second Quarter Economic Development Strategic Plan Key Activities Report**

Resolution No. 2019-438

Moved by: Councillor Foley  
Seconded by: Councillor Whalen

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of the second quarter Economic Development Strategic Plan Key Activities Report for information purposes.

**Carried**

**h) Administrative Report No. CS-035-2019 – New Liskeard Marina – Release of Request for Proposal**

Resolution No. 2019-439

Moved by: Councillor Laferriere

Seconded by: Councillor Foley

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CS-035-2019; and

That Council for the City of Temiskaming Shores directs staff to release Request for Proposal CS-RFP-004-2019 for the operation and management of the New Liskeard Marina located at 199 Riverside Drive.

**Carried**

**i) Administrative Report No. CS-036-2019 – Spurline Concession – Release of Request for Proposal**

Resolution No. 2019-440

Moved by: Councillor Laferriere

Seconded by: Councillor Whalen

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CS-036-2019; and

That Council for the City of Temiskaming Shores directs staff to release Request for Proposal CS-RFP-005-2019 for the operation and management of the Spur Line Concession Stand.

**Carried**

**j) Administrative Report No. CS-037-2019 – Lease Agreement – Don Shepherdson Memorial Arena Concession**

Resolution No. 2019-441

Moved by: Councillor Foley

Seconded by: Councillor McArthur

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CS-037-2019; and

That Council directs staff to prepare the necessary by-law to enter into a lease agreement with Josee and Marc Dupuis for the operation of the Don Shepherdson Memorial Arena Concession Stand from September 1, 2019 to April 30, 2022 for consideration at the August 13, 2019 Regular Council

meeting.

**Carried**

**k) Administrative Report No. CS-038-2019 – Municipal Insurance Policy**

Resolution No. 2019-442

Moved by: Councillor Laferriere

Seconded by: Councillor Whalen

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CS-038-2019;

That Council for the City of Temiskaming Shores directs staff to prepare the necessary by-law to enter into an agreement with BFL Canada Ltd. brokered by Tench-MacDiarmid Insurance Brokers Ltd. for Municipal Insurance and Risk Management Services for a premium of \$386,143 plus applicable taxes for consideration at the August 13, 2019 Regular Council meeting; and

That Council agrees to increase its General Liability and Errors & Omissions liability deductibles to \$50,000 from \$25,000.

**Carried**

**l) Administrative Report No. CS-039-2019 – Northern Ontario Mining Showcase 2020 (PDAC) – Funding Agreement with Fed Nor**

Resolution No. 2019-443

Moved by: Councillor Whalen

Seconded by: Councillor McArthur

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CS-039-2019;

That Council acknowledges receipt of the final report on the 2019 Northern Ontario Mining Showcase; and

That Council directs staff to prepare the necessary by-law to enter a funding agreement with Fed Nor to lead the Northern Ontario Mining Showcase at PDAC 2020 and CIM 2020 for consideration at the August 13, 2019 Regular Council meeting.

**Carried**

**m) Administrative Report No. CS-040-2019 – Pet Licencing**

Resolution No. 2019-444

Moved by: Councillor Laferriere  
Seconded by: Councillor McArthur

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CS-040-2019;

That Council directs staff to prepare the necessary by-law to amend By-law No. 2012-039 Appendix “E” for consideration at the August 13, 2019 Regular Council Meeting; and

That Council directs staff to prepare the necessary by-law to amend By-law No. 2005-053, section 5 for consideration at the August 13, 2019 Regular Council meeting.

**Carried**

**n) Administrative Report No. CS-041-2019 – Site Plan Control Agreement – Temiskaming Native Women Support Group – 121 Scott Street**

Resolution No. 2019-445

Moved by: Councillor Whalen  
Seconded by: Councillor Laferriere

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CS-041-2019;

That Council agrees to enter into a Site Plan Agreement with the Temiskaming Native Women Support Group for 121 Scott Street; and

That Council directs staff to prepare the necessary by-law to enter into a Site Plan Agreement with the Temiskaming Native Women Support Group for consideration during the by-law portion of the August 13, 2019 Regular Council meeting.

**Carried**

**o) Administrative Report No. CS-042-2019 – Zoning By-law Amendment – Removal of Holding Provision – Barrie & Patricia Morrow**

Resolution No. 2019-446

Moved by: Councillor Laferriere  
Seconded by: Councillor Foley

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CS-042-2019;

That Council agrees to amend the provisions of the City of Temiskaming

Shores Zoning By-law 2017-154 to remove the Holding (H) Provision from the property at 215091 Sharpe Lake Road; and

That Council directs staff to prepare the necessary by-law to amend the City of Temiskaming Shores Zoning By-law No. 2017-154 for consideration at the August 13, 2019 Regular Council meeting.

**Carried**

**p) Administrative Report No. PPP-002-2019 – 2018 Annual Fire Department Report**

Resolution No. 2019-447

Moved by: Councillor McArthur  
Seconded by: Councillor Foley

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. PPP-002-2019, more specifically Appendix 01 - 2018 Annual Report for the Temiskaming Shores Fire Department for informational purposes.

**Carried**

**q) Administrative Report No. PPP-003-2019 – Appointment of Volunteer Firefighter**

Resolution No. 2019-448

Moved by: Councillor Foley  
Seconded by: Councillor Laferriere

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. PPP-003-2019; and

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

**Carried**

**r) Administrative Report No. PPP-004-2019 – After Action – 2019 Flooding**

Resolution No. 2019-449

Moved by: Councillor Whalen  
Seconded by: Councillor Laferriere

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. PPP-004-2019 and more

specifically Appendix 01 – being the Spring Flooding – After Action Report (AAR); and

That Council concurs with the recommendations as outlined in the report and directs staff to work with the Municipal Emergency Control Group (MECG) and the Emergency Management Program Committee (EMPC) to complete the recommendations as indicated in the AAR.

**Carried**

**s) Temiskaming Transit Committee – Fleet Replacement Plan Presentation**

*City Manager, Chris Oslund reviewed the plan in detail with Council.*

Resolution No. 2019-450

Moved by: Councillor Whalen  
Seconded by: Councillor Laferriere

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of the Temiskaming Transit Committee's Fleet Replacement Plan for information purposes.

**Carried**

**16. By-laws**

Resolution No. 2019-451

Moved by: Councillor Laferriere  
Seconded by: Councillor Foley

Be it resolved that:

By-law No. 2019-120 Being a by-law to enter into an agreement with Miller Paving Limited for the Pulverizing, Shaping, Compaction and application of Granular "A" on Mowat Landing Road

By-law No. 2019-121 Being a by-law to enact a Zoning by-law Amendment to Remove the Holding (H) Provision from the City of Temiskaming Shores Zoning By-law 2017-154 (215091 Sharpe Lake Road)

By-law No. 2019-122 Being a by-law to amend By-law No. 2012-101 (Traffic By-law) – Parking on Ferguson



- By-law No. 2019-123 Being a by-law to amend By-law No. 2012-019 (Noise By-law) – Construction Exemption
- By-law No. 2019-124 Being a by-law to amend By-law No. 2005-110 (Livestock Valuers) - Appoint of Timothy Goodyear
- By-law No. 2019-125 Being a by-law to enter into an agreement with the Josee and Marc Dupuis for the operation of the Don Shepherdson Memorial Arena Concession
- By-law No. 2019-126 Being a by-law to enter into a Municipal Insurance Agreement with BFL Canada Ltd., brokered by Tench-MacDiarmid Insurance Brokers Ltd. - July 1, 2019 to July 1, 2020
- By-law No. 2019-127 Being a by-law to enter into an agreement with Her Majesty the Queen in Right of Canada as represented by the Ministry of Industry – FedNor for the Northern Ontario Pavilion at the 2020 PDAC Event in Toronto
- By-law No. 2019-128 Being a by-law to amend By-law No. 2012-039 (Fee By-law) – Pet Licencing
- By-law No. 2019-129 Being a by-law to amend By-law No. 2005-053 (Animal Control By-law) – Pet Licencing
- By-law No. 2019-130 Being a by-law to authorize the execution of a Site Plan Control Agreement with the Temiskaming Native Women’s Support Group for 121 Scott Street

By-law No. 2019-131 Being a by-law to enter into an agreement with Venasse Building Group for upgrades to the former New Liskeard Medical Centre to relocate the New Liskeard Branch of the Temiskaming Shores Public Library

be hereby introduced and given first and second reading.

**Carried**

Resolution No. 2019-452

Moved by: Councillor Laferriere

Seconded by: Councillor McArthur

Be it resolved that

By-law No. 2019-120;

By-law No. 2019-121;

By-law No. 2019-122;

By-law No. 2019-123;

By-law No. 2019-124;

By-law No. 2019-125;

By-law No. 2019-126;

By-law No. 2019-127;

By-law No. 2019-128;

By-law No. 2019-129;

By-law No. 2019-130; and

By-law No. 2019-131;

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

**Carried**

**17. Schedule of Council Meetings**

a) Regular – Tuesday, September 3, 2019 at 6:00 p.m.

b) Regular – Tuesday, September 17, 2019 at 6:00 p.m.

**18. Question and Answer Period**

None

**19. Confirming By-law**

Resolution No. 2019-453

Moved by: Councillor Whalen

Seconded by: Councillor Foley

Be it resolved that By-law No. 2019-132 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 **July 23, 2019**, its Special meeting held on **August 7, 2019** and its Regular meeting held on **August 13, 2019** be hereby introduced and given first and second reading.

**Carried**

Resolution No. 2019-454

Moved by: Councillor Laferriere

Seconded by: Councillor McArthur

Be it resolved that By-law No. 2019-132 be given third and final reading, be signed by the Mayor and Clerk and the corporate seal affixed thereto.

**Carried**

**20. Adjournment**

Resolution No. 2019-455

Moved by: Councillor Laferriere

Seconded by: Councillor Foley

Be it resolved that City Council adjourns at 8:19 p.m.

**Carried**

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Mayor – Carman Kidd

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Clerk – David B. Treen



## **Zoning By-law Amendment**

**Application No.:** ZBA-2019-04

**Owner:** In & Out Truck Wash

### **Subject Land:**

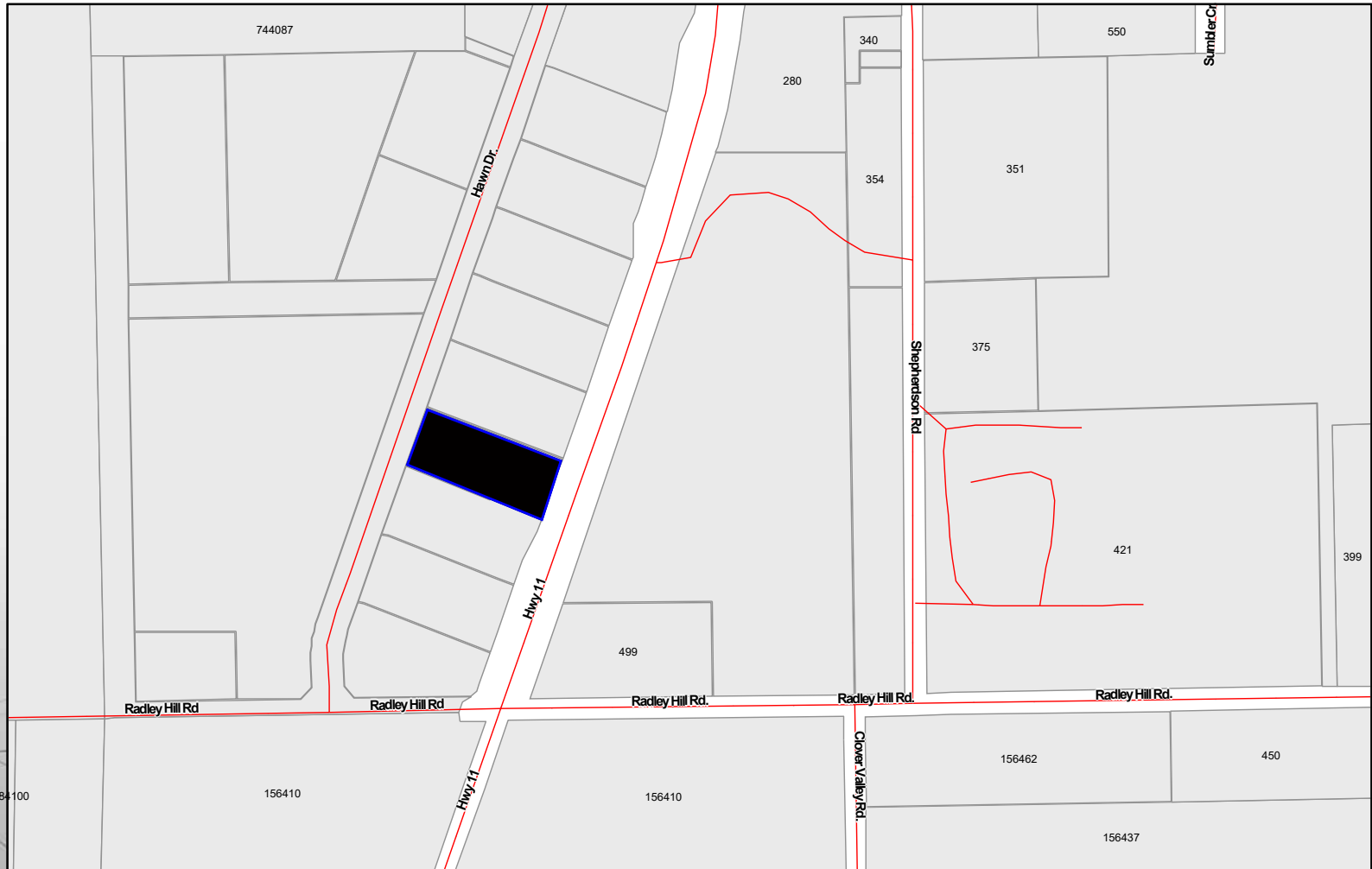
- 433959 Hawn Drive
- Dymond Concession 1, Part of the South ½ of Lot 6
- 54R-5639 Parts 21, 22, 23, 29, 30, 31



## Purpose of the Amendment

- Site-specific amendment to rezone the property from Manufacturing Industrial (M2) to Manufacturing Industrial Exception (M2-#) to add “motor vehicle washing establishment” as a permitted use on the property to permit the construction of a transport truck/large vehicle washing establishment

# Public Meeting – Zoning By-law Amendment



# Public Meeting – Zoning By-law Amendment



ZBA-2019-03 – September 3, 2019

# Public Meeting – Zoning By-law Amendment



ZBA-2019-04 – September 3, 2019





## Official Plan Designation

- Designated Employment Areas
  - Scope of permitted uses depends on the classification of the area
    - Industrial parks are primarily for industrial uses but may include commercial uses appropriate to a predominantly industrial setting
  - Permitted uses should include those which support the City's role as a regional hub
  - Uses should be consistent with the City's economic development strategy
  - Emphasis placed on manufacturing uses, tourism and service commercial/industrial uses and knowledge-based and research uses



## Current Zoning

### ➤ Manufacturing Industrial (M2)

#### ➤ Permitted uses:

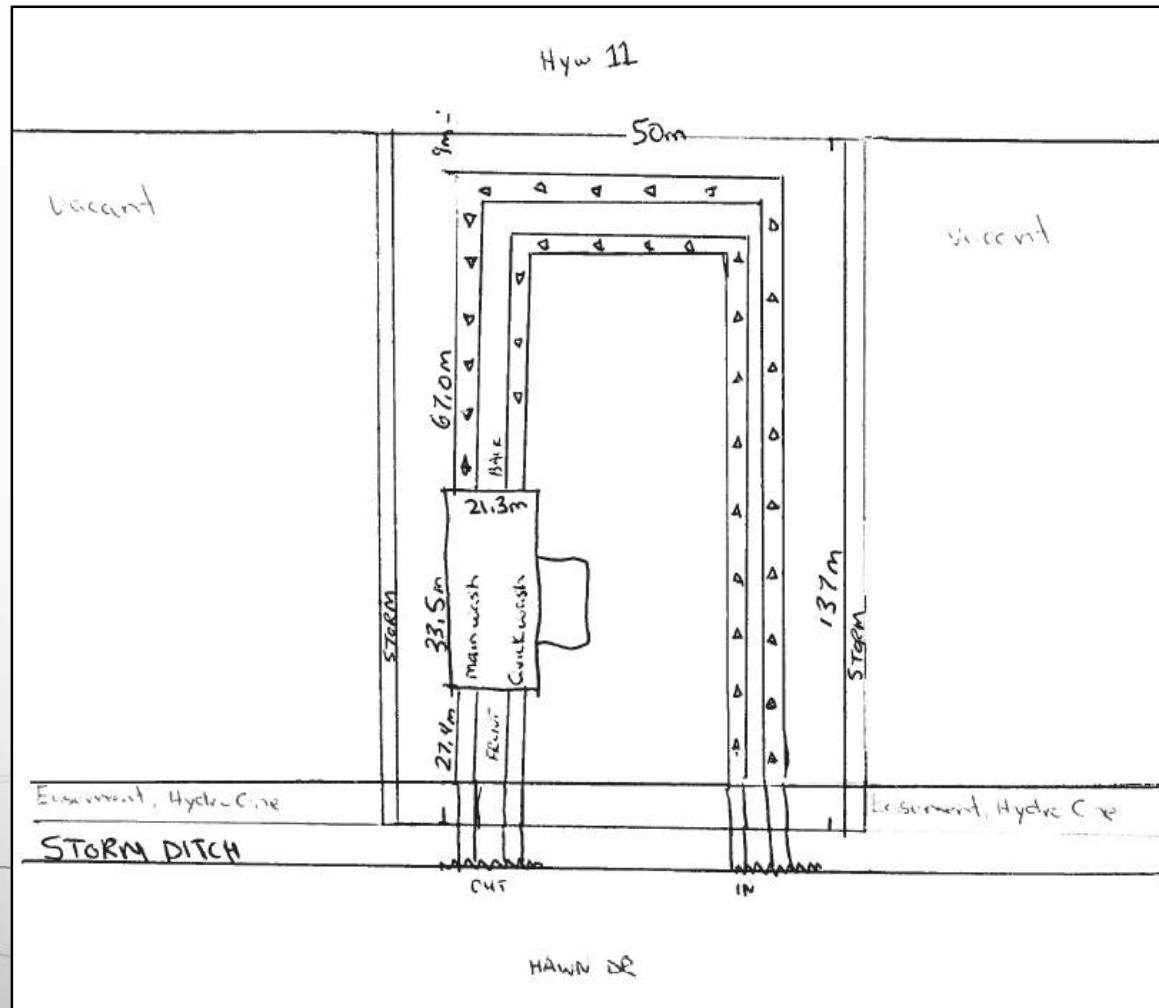
- ✓ Agricultural processing establishment
- ✓ Agricultural produce warehouse
- ✓ Agricultural services
- ✓ Agricultural supply/implement dealership
- ✓ Contractor's establishment
- ✓ Crematorium
- ✓ Dry cleaning establishment
- ✓ Equipment sales, service & rental establishment
- ✓ Heavy equipment sales and service establishment
- ✓ Industrial use
- ✓ Light industrial use
- ✓ Marine sales & service establishment
- ✓ Motor vehicle body repair shop
- ✓ Printing establishment
- ✓ Recreational vehicle sales and service establishment
- ✓ Recycling facility
- ✓ Sawmill
- ✓ Transportation depot
- ✓ Warehouse
- ✓ Wayside pit or quarry
- ✓ Wholesale establishment



## Proposed Zoning

- Manufacturing Industrial Exception (M2-#)
  - Add “motor vehicle washing establishment” as a permitted use on the subject property to allow the construction of a transport truck/large vehicle washing facility

# Public Meeting – Zoning By-law Amendment





## Additional Information

- Traffic Impacts
  - Property is located within MTO permit control area around Highway 11/Radley Hill Rd intersection (395m) so application circulated to MTO for comments
  - Direct access to Highway 11 will not be permitted
- Site plan control will apply to this development

August 14, 2019

## **Fixing the Housing Affordability Crisis: Municipal Recommendations for Housing in Ontario**

Today, AMO released [“Fixing the Housing Affordability Crisis: Municipal Recommendations for Housing in Ontario”](#).

Addressing the housing affordability crisis facing our residents throughout Ontario is a key priority for AMO and municipal governments. It is also a priority for the federal and provincial governments. While recent provincial and federal initiatives on housing reflect an interest in tackling these challenges together, AMO has a number of recommendations that focus on outstanding issues that need to be addressed.

Municipal governments are ready to continue working with the provincial and federal orders of government and our non-profit, co-operative, and private sector partners. Our focus is on finding solutions to the housing affordability crisis that make sense for everyday families, local communities and property taxpayers, while focusing especially on housing solutions that will help those most in need.

AMO’s housing paper provides ideas aimed at doing just that. It consolidates AMO’s outstanding housing recommendations and also provides advice to the federal and provincial governments to make sure the housing initiatives underway make a meaningful difference for those in housing need.

To do so, the paper focuses on five key areas:

- Increasing the Supply of Affordable Housing for Families
- Creating a Financially Stable Model for Community Housing
- Expanding Affordable Housing Options
- Ending Homelessness; and
- Supporting People with their Health Care Needs for Successful Tenancies.

“Fixing the Housing Affordability Crisis: Municipal Recommendations for Housing in Ontario” will guide our work as we continue to engage with our partners in housing in the time ahead.

The paper is a product of the hard work of AMO’s Housing and Homelessness Task Force with collaboration from the Planning Task Force. We also thank our partners from the Ministry of Municipal Affairs and Housing, the Ontario Municipal Social Service Association, the Northern Ontario Service Deliverer’s Association, the Ontario Non-Profit Housing Association, the Cooperative Housing Federation of Canada – Ontario Region, the Ontario Federation of Indigenous Friendship Centres, and the Housing Services Corporation for their input and advice over the years.

Michael Jacek  
Senior Advisor

August 16, 2019

## **The Province Announces Important Next Steps on Blue Box Program**

As you've likely heard, yesterday, the Honourable Jeff Yurek, Minister of the Environment, Conservation and Parks, and the Honourable Steve Clark, Minister of Municipal Affairs and Housing, announced a plan to transition the management of Ontario's Blue Box Program to producers of plastic and other packaging.

The Province has directed Stewardship Ontario and the Resource Productivity and Recovery Authority to gradually transition the program (from 2023 to 2025). The timeline is meant to ensure a seamless and orderly transition.

For more details, the provincial announcement can be found [here](#).

AMO provided remarks at the announcement, and put out a [news release](#) commending the Province on taking this important action to improve recycling in Ontario.

Municipal governments have been advocating for this shift for more than a decade. This is an important achievement for municipal governments, as the transition to full producer responsibility places the responsibility for recycling on those that have the greatest ability to make change – the producers.

Starting in the fall, the Ministry will be consulting on the development of regulations to support the new producer responsibility framework. As staff head to the AMO Conference, we will be working with the Province to determine next steps and will report back in September.

Dave Gordon

Senior Advisor



# Hastings Highlands

*Beautiful By Nature*

Mayor Vic A. Bodnar  
**Mayor**

Suzanne Huschilt  
**Municipal Clerk**

**The Municipality of Hastings Highlands**  
**P.O. Box 130, 33011 Hwy 62, Maynooth, ON K0L 2S0**  
613 338-2811 Phone  
1-877-338-2818 Toll Free

August 17, 2019

Hon. Doug Ford, Premier  
Legislative Building Rm 281, Queen's Park  
Toronto, Ontario  
M7A 1A1  
[premier@ontario.ca](mailto:premier@ontario.ca)

Dear Premier Ford,

**Re: MUNICIPAL AMALGAMATION**

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Please be advised that at its Regular Meeting of Council held on August 14, 2019 the Council of the Municipality of Hastings Highlands supported the Township of McKellar and passed the following resolution:

Resolution 533-19

**WHEREAS** there are 444 municipalities in Ontario that are very efficient and well governed, and who respond quickly to ratepayer's needs;

**AND WHEREAS** in the 1990's the Conservative Government forced many municipalities to amalgamate on the guise they would become more efficient, effective, save money, lower taxes and ultimately reduce the provincial deficit;

**AND WHEREAS** there has never been a valid evidence-based study that supported these outcomes;

**AND WHEREAS** forced amalgamation actually accomplished just the opposite: ill feelings, increased animosity and mistrust, job losses, rise in local taxes and an increase in the provincial deficit;

**AND WHEREAS** there are many positive examples of small rural and northern municipalities working together in a



collaborate and cooperative manner via shared agreements that responds to local needs without amalgamation and provincial interference;

**AND WHEREAS** the Provincial Government has a large deficit due to their own decision-making;

**AND WHEREAS** recently the same Conservative Government recently reduced one large regional municipal government by 50%, without “consultation”;

**AND WHEREAS** this same Conservative Government is presently reviewing other provincial regional governments through a purported “consultative” approach with a view to reduce or eliminate them;

**AND WHEREAS** the Provincial Government should investigate all other internal ways of reducing their deficit and becoming more fiscally responsible over time rather than downloading to the one level of government that is the most efficient, has the lowest cost and is closest to the electorate which will not put a dent in the provincial deficit;

**AND WHEREAS** the Province could look at what other provinces have done to reduce the debt with one singular education system, organizing unorganized municipalities, controlling OPP costs, substantially increase fines, and find a way to collect millions and millions of dollars in unpaid fines and instead, invest in the north to create jobs and stimulate and enhance economic development;

**NOW THEREFORE BE IT RESOLVED** that before the Provincial Government forces amalgamation in any of the 444 municipalities in Ontario, our AMO Organization go beyond requesting “consultation” and “demand” that the Provincial Government do the following:

Hold a local referendum letting the citizens decide to amalgamate or not

Conduct an evidence-based study to show that amalgamation actually saves costs, jobs, lowers taxes and reduce the provincial deficit

Allow those municipalities to work out their own local collaborative agreement that best suit their local needs and to be permitted to do so on their own time line and volition

To ensure that there is absolutely no conflict of interest in this consultative process

To emphasize the political reality of forcing amalgamation on the many rural and northern municipalities across Ontario

**AND FURTHER** that a copy of this resolution be sent to Doug Ford, Premier of Ontario; Christine Elliott, Deputy Premier; Steve Clark, Minister of Municipal Affairs; Andrea Horwath, Leader of the New Democratic Party; and Daryl Kramp, MPP.

**AND FURTHER** that a copy of this resolution be sent to the Association of Municipalities of Ontario (AMO), Rural Ontario Municipalities Association (ROMA), the Township of McKellar and all municipalities in Ontario.

CARRIED

Sincerely,



Suzanne Huschilt  
Municipal Clerk

August 23, 2019

## Things you need to know coming from the AMO Conference

### ***Provincial Announcements affecting municipal governments:***

#### **Child Care:**

- Previously announced changes to implement an 80-20 provincial municipal cost-sharing for child care expansion starting in 2020 will now be phased-in over a three-year period.

#### **Public Health:**

- The cost sharing arrangement in 2020 will be at 70-30 provincial-municipal split and those public health units already contributing 30% or more will not be impacted. Those that are impacted will see one-time transitional funding.
- In the first year, no public health unit will experience an increase over 10 per cent of current public health costs as a result of this cost-sharing change.
- The Ministry will soon launch renewed consultation on the province's proposed larger regional public health structure approach, recognizing it "inspired widespread and spirited discussion". The consultation will see a discussion paper available, it will ensure enough time is provided and it will be supported by an expert advisor. AMO will keep members posted on these next steps.

#### **Paramedic Services:**

- Paramedic services will receive a 4% increase in 2019.
- A further increase in 2020 can be expected, subject to the next provincial budget.
- Funding letters have been sent to EMS services informing them of the new allocation.
- Consultation on paramedic services restructuring is also to be done by the expert advisor.

#### **Ontario Municipal Partnership Fund (OMPF):**

- There will be no changes to the structure of the 2020 Ontario Municipal Partnership Fund and the allocations will come in time to provide municipal governments with greater certainty for their 2020 budget work.

#### **Social Assistance funding:**

- There will be no changes for 2020 to the Ontario Budget's planned Ontario Works program administration funding.

#### **Infrastructure:**

- On September 3, 2019, the province is opening up the [Community, Culture and Recreation Stream](#) under the Investing in Canada Infrastructure Program for projects such as community centres, sports arenas and cultural centres. Watch for this announcement.
- The province (Infrastructure and Transportation) will work with AMO as they review the Ontario Community Infrastructure Fund (OCIF) and the Ontario Gas Tax for Transit.

#### **Conservation Authorities:**

- Conservation Authorities received letters on August 16th from the Ministry of Environment, Conservation and Parks regarding direction on expected CA core business. This raises questions on what happens to non-core activities. AMO will look at this and other implications of the province's plans.

#### **Federal Gas Tax program:**

- In July, AMO distributed \$970 million in gas tax funds. It included \$650 million in top-up funding along with the first installment of the existing 2019 allocation.
- The remainder of the 2019 allocation will be distributed in November. That payment will be supplemented with an additional \$12 million in funding generated through efficiencies in the administration of the program.

#### **Recent AMO work of interest to members:**

##### **Community Benefit Charges (CBC) - Submission:**

- The AMO Board endorsed the Municipal Financial Officers Association [detailed submission](#) on this new tool which allows for the collection of fees on soft services needed as generated by development. Community facilities, and parks for example are no longer eligible for Development Charges fees. DCs are restricted to hard services which now includes waste and ambulance. Both tools come with additional conditions and reporting requirements. A panel discussion occurred at the conference on Wednesday and can be [viewed here](#).
- Minister Clark continues to state his commitment to ensuring that growth continues to pay for growth. It is a key principle of importance to the successful financing of the public services which support new housing and development.

#### **Housing:**

- AMO has released ["Fixing the Housing Affordability Crisis: Municipal Recommendations for Housing in Ontario."](#) The paper consolidates AMO's outstanding recommendations to address housing affordability and will guide future advocacy on federal and provincial housing initiatives.

#### **Looking at Property Assessment:**

- AMO has developed an interactive map to show how the property tax burden has shifted over time in every Ontario municipality. Check out our [tax map!](#)
- This is some preliminary work on investigating the impact that the disruptive economy may bring to the market value assessment and tax equation. The conference had four speakers on topics related to the disruptive economy and property assessment. All are on [AMO's website](#). Look for plenary hall speakers on Monday and Tuesday.

Michael Jacek  
Senior Advisor



AUG 23 2019

Mr. David B. Treen  
Municipal Clerk  
City of Temiskaming Shores  
325 Farr Drive  
PO Box 2050  
Haileybury ON P0J 1K0

Dear Mr. Treen:

The Right Honourable Justin Trudeau, Prime Minister of Canada, has forwarded to me a copy of your correspondence of June 21, 2019, concerning a resolution passed by the Corporation of the City of Temiskaming Shores regarding amendments to Bill C-68, *An Act to amend the Fisheries Act and other Acts in consequence*.

Fisheries and Oceans Canada (DFO) has a longstanding working relationship with the agricultural community in Ontario. DFO recognizes the importance of agriculture to the economy, as well as the economic value of the fishery resources, species habitat, and biodiversity.

As you may know, Bill C-68 received Royal Assent on June 21, 2019. The amended *Fisheries Act* applies to all works, undertakings, or activities conducted in or near waterbodies that may result in the death of fish or the harmful alteration, disruption, or destruction of fish habitat. Fish habitat is defined as areas frequented by fish or other areas on which fish depend, directly or indirectly, to carry out their life processes. These amended definitions will not substantively change the approach that DFO currently takes in reviewing projects. I can assure you that the Department will not be reviewing impacts on puddles or ditches.

In response to concerns heard from stakeholders, including industries and municipalities, the Standing Senate Committee on Fisheries and Oceans repealed Section 2(2). As passed, C-68 does not include the change to section 2(2) that was made during review of the Bill by the House of Commons Standing Committee on Fisheries and Oceans.

.../2

Some municipal drains and reservoirs are considered to be fish habitat. For this reason, DFO created a working group with provincial agencies (such as the Ontario Ministry of Agriculture, Food, and Rural Affairs) and agricultural organizations (such as the Drainage Superintendents of Ontario) to develop procedures and processes to allow maintenance and repair of municipal drains to proceed without adversely affecting fish and fish habitat. For example, the Class Authorization Process for maintenance of municipal drains has enabled DFO to streamline the regulatory review process and reduce review times while protecting fish and fish habitat.

This working group has developed a guidance document, titled "Guidance for Maintaining and Repairing Municipal Drains in Ontario," that provides user-friendly resources and tools for the drainage community when conducting maintenance activities. To facilitate the maintenance and repair of municipal drains, DFO has created a list of maintenance and repair activities and best management practices that do not require review by the Department. These can be found in Appendix 3 and Appendix 4 of the guidance document.

DFO will continue to work with the agricultural community to ensure that we are meeting the Department's legislative responsibilities and the needs of landowners. Should you wish to discuss further, please contact Sara Eddy, Team Leader, at 905-446-4535 or < [Sara.Eddy@dfo-mpo.gc.ca](mailto:Sara.Eddy@dfo-mpo.gc.ca) >.

Thank you for writing. I hope that my response has addressed your concerns.

Yours sincerely,

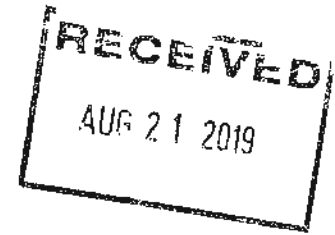


Jonathan Wilkinson, P.C., M.P.  
Minister of Fisheries, Oceans and the Canadian Coast Guard

c.c: Mr. Anthony Rota, M.P.  
Nipissing-Timiskaming

August 22, 2019

Carman Kidd  
Mayor  
City of Temiskaming Shores  
PO Box 2050 325 Farr Dr  
Haileybury, ON P0J 1K0



Dear Carman Kidd,

The 2019 federal election is fast approaching, bringing public discussion and debates on many issues affecting the public and all municipalities.

When the Liberal government led the latest public review on the future of Canada Post, several municipalities became actively involved in the process. As a result, the government decided to maintain door-to-door delivery and immediately stop the rollout of community mailboxes.

However, there is nothing to stop a new government from bringing those plans, and other service cuts, back into play. Further, Canada Post's indifference towards climate change may have direct repercussions on all Canadians.

Did you know Canada Post has the largest public fleet of vehicles in the country, with over 13,000 vehicles travelling over 96 million kilometres yearly?

In the run-up to the federal election, we urge you to question the political parties on their intentions for Canada Post, and insist they make clear, public commitments regarding the following issues:

- Establishing postal banking to offset the loss of financial services in many communities;
- Creating an ambitious climate change action plan for Canada Post;
- Maintaining door-to-door mail delivery;
- Preserving our universal and public postal service;
- Maintaining rural post offices.

More information is available at [deliveringcommunitypower.ca](http://deliveringcommunitypower.ca).

Sincerely,



Jan Simpson  
National President

Encl.

c.c. National Executive Committee, Regional Executive Committees, Regional and National Union Representatives, specialists, campaign coordinators

/bk sepb 225 cd/cupe1979

AUTHORIZED BY THE OFFICIAL AGENT FOR THE CANADIAN UNION OF POSTAL WORKERS.  
Canadian Union of Postal Workers • 377 Bank Street • Ottawa ON • K2P 1Y3 • 613-236-7238  
AUTORISÉ PAR L'AGENT OFFICIEL DU SYNDICAT DES TRAVAILLEURS ET TRAVAILLEUSES DES POSTES.  
Syndicat des travailleurs et travailleuses des postes • 377 rue Bank • Ottawa (Ontario) • K2P 1Y3 • (613) 236-7238

**Subject:** Assumption of Roadways -  
FPT Boreal Subdivision

**Report No.:** PW-025-2019  
**Agenda Date:** September 3, 2019

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## **Attachments**

**Appendix 01:** Draft Assumption By-law

## **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-025-2019; and
2. That Council hereby directs staff to prepare the necessary by-law for the assumption of a Highway for public use being Red Fox Avenue, Partridge Street, Fisher Avenue, and Robin Street within the City of Temiskaming Shores for consideration at the September 3, 2019 Regular Council meeting.

## **Background**

The FPT Boreal Subdivision is being developed by private developers in the extended urban area of the former Town of New Liskeard. This subdivision is being developed in phases, as and when it is apparent that additional building lots are in demand. The internal road networks (from the existing roadway at Peters Road) for this subdivision are currently being maintained by the municipality, however, they have not been formally accepted through by-law for public use.

## **Analysis**

The Boreal Subdivision has been created and established following amalgamation through a development agreement with a private developer (FPT Holdings). Although the Public Works Operations Division has been providing maintenance in accordance to the minimum road standards for an Urban Road section (since the installation of municipal services and construction of the roadway prior to paving) an official by-law adopting these road sections for public use has not been passed. It is recommended that these sections of roadway be formally adopted for public use through By-law. Appendix 01 – Draft Assumption By-law for Red Fox Avenue, Partridge Street, Fisher Avenue and Robin Avenue is hereto attached.

## **Relevant Policy / Legislation/City By-Law**

- Municipal Act, 2001, S.O. 2001
- O.Reg. 239/02, Minimum Maintenance Standards
- O.Reg. 366/18, Amendments to O.Reg 239/02

**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

There is no financial or staffing implication for the adoption of By-laws. Future maintenance costs will be included in the budgeting process.

**Alternatives**

No alternatives are being considered at this time.

**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



**The Corporation of the City of Temiskaming Shores  
By-Law No. 2019-000**

**Being a by-law for the Assumption of a Highway for Public Use  
within the City of Temiskaming Shores – Robin Street – Fisher  
Avenue – Partridge Street – Red Fox Avenue**

**Whereas** under Section 28, of the Municipal Act, S.O. 2001, c.25, as amended, a municipality may pass by-laws in respect of a highway if it has jurisdiction over the highway;

**And whereas** Council acknowledged receipt of Administrative Report PW-025-2019 at the September 3, 2019 Regular Meeting of Council regarding the opening of *Red Fox Avenue, Partridge Street, Fisher Avenue and Robin Street* and adopted the recommendations contained in the said report;

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

**And whereas** the Council of The Corporation of the City of Temiskaming Shores deems it necessary to assume a portion of unopened road allowance on a registered plan of subdivision for public use;

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

1. That the municipality assumes an unopened road allowance for public use, more specifically described as *Red Fox Avenue, Partridge Street, Fisher Avenue and Robin Street* connecting to Peters Road.
2. That the unopened road allowances being assumed by the municipality is identified and named as *Red Fox Avenue, Partridge Street, Fisher Avenue and Robin Street* as shown on Schedule "A", hereto attached and forming part of this by-law.

**Read a first second and third time and finally passed** on this 3<sup>rd</sup> day of September, 2019.

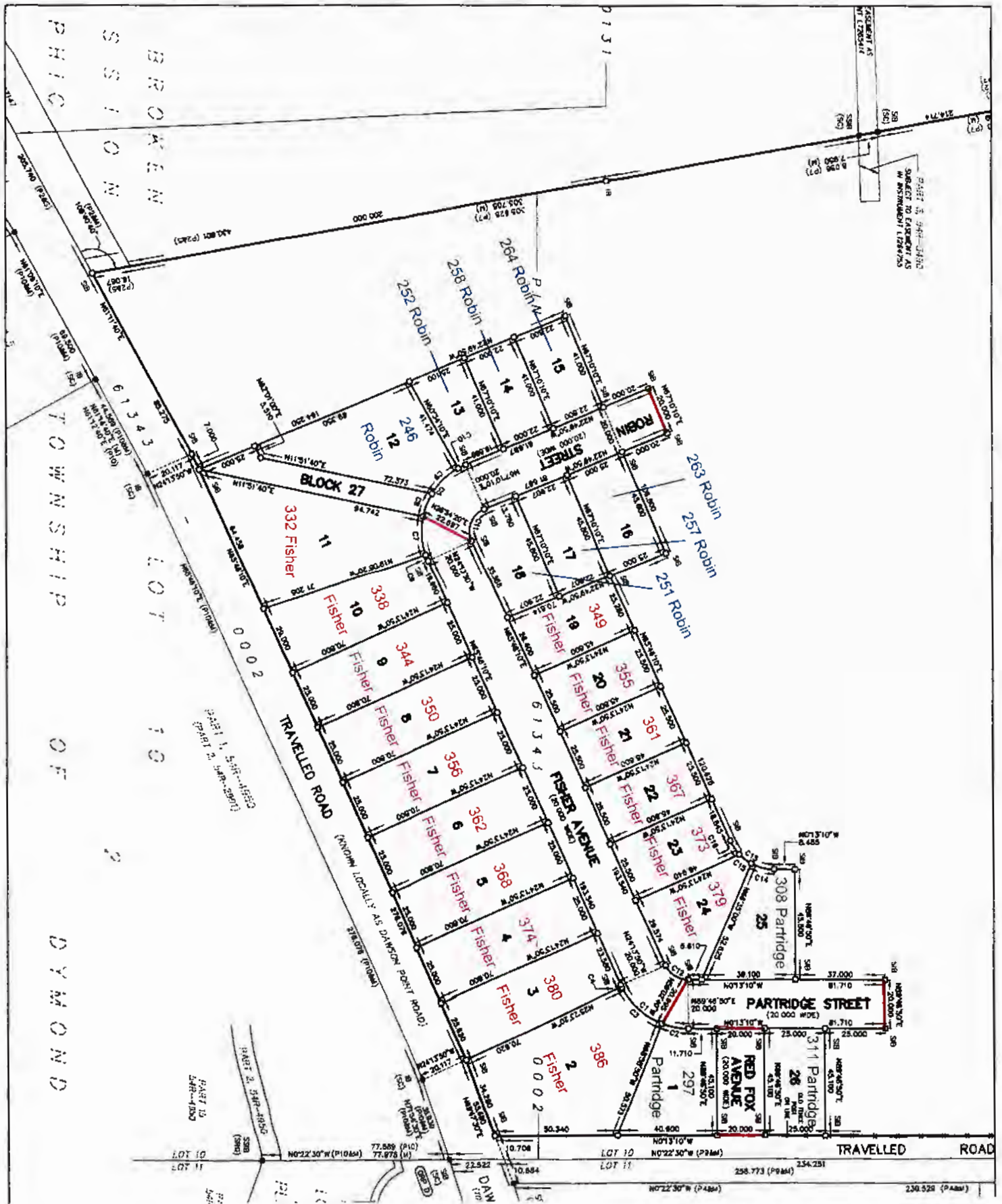
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Mayor – Carman Kidd

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Clerk – David B. Treen

### Assumption of Roadways Red Fox Avenue – Partridge Street – Fisher Avenue – Robin Street



**Subject:** Water and Sewer Rate  
Standardization

**Report No.:** PW-026-2019  
**Agenda Date:** September 3, 2019

## **Attachments**

**Appendix 01:** Cost to Produce and Distribute Water

**Appendix 02:** Pilot Project Results

## **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-026-2019;
2. That Council acknowledges the need to standardize and consolidate the current Water and Sewer Service Rates By-law; and
3. That Council directs staff to include the implementation of an Industrial, Commercial and Institutional Water Meter Program as a Capital Project for Council's consideration during the 2020 Budget process.

## **Background**

At the Regular Council Meeting held on June 21, 2016, Council passed a Water Works System Use By-law No. 2016-083. This By-law was developed by staff due to inconsistency within By-laws from the former towns of New Liskeard and Haileybury and the former township of Dymond. Similar inconsistencies are currently found in the Water and Sewer Rates By-law passed by Council on a yearly basis. Currently within the by-law there are two separate schedules, one for New Liskeard and Haileybury and one for Dymond. Although the flat rates for water and sewer charges for residential use are consistent between the two schedules, the rates associated with the Industrial, Commercial and Institutional (ICI) sectors remain inconsistent. In addition, the inconsistency carries through to the City's current water meter program. An ICI establishment in one area of the City may have a meter and be charged the metered water rate and an ICI establishment of similar nature who doesn't have a meter is charged a flat rate. Also, a number of the existing water meters within the current program are out dated and not functional.

Within the Water Works System Use By-law No. 2016-083, section 5 – Water Rates and Meters, subsections 5.1 and 5.2 state:

### 5.1 *Water Rates*

*All Residential, Industrial, Commercial and Institutional premises that have a Water Service Connection to the Municipal Water Works, is subject to a flat water rate at the fee prescribed by the Corporation through by-law adoption from time to time. In addition to the flat water rate, each property and/or premise which is metered will pay a fee on a per cubic meter basis over*

and above a prescribed cubic meter amount as determined by the Director of Public Works and defined and adopted through by-law from time to time.

## 5.2 Properties to be metered

*The properties to be metered shall include but are not limited to Industrial, Institutional and high water users in the Commercial sectors as determined by the Director of Public Works.*

Since amalgamation, many discussions have taken place revolving around the best approach on how the City should standardize the Water and Sewer Rates By-law. Most recently and as a result of the above noted By-law No. 2016-083 being passed, in 2016, Council approved entering into a contractual agreement with Neptune Technology Group (Canada) Ltd. to conduct a water meter survey for installation purposes. 113 selected ICI establishments were surveyed of which data was collected for 104 sites. The results of the survey provided expert recommendations on the size and types of water meters required should Council approve moving forward with an ICI water meter program.

As a result of the survey and proper identification of meter requirements, Council approved a one-year pilot project for data collection purpose in April 2017. As it had been identified that the largest need for standardization is within the hotel and restaurant sectors, nine water meters were purchased through Neptune Technology Group (Canada) Ltd. The meters were installed in two restaurants in Dymond, two restaurants in New Liskeard, one hotel in Dymond, two hotels in New Liskeard and one hotel in Haileybury, totalling eight sites.

In addition to the hotels and restaurants, repairs were made to meters within the current program in two other establishments. One in the Industrial sector and one in the Institutional sector Both establishments were also included in the pilot project.

## Analysis

Staff's first approach was to compile data associated with total water usage to develop a cost per cubic meter to produce and distribute potable water based on actual costs within the environmental budget for 2016, 2017 and 2018. The water usage was taken from the Ontario Clean Water Agency's reports provided to the City on an annual basis. In addition, a cost to maintain revenue was established each year. This water data is outlined in Appendix 01 and summarized below.

Year	Usage (m <sup>3</sup> )	Production and Distribution Cost	Cost/m <sup>3</sup>	Revenue	Revenue/m <sup>3</sup>
<b>2016</b>	1,826,976	\$ 2,275,287	\$ 1.25	\$ 2,170,092	\$ 1.19
<b>2017</b>	1,804,585	\$ 2,281,114	\$ 1.26	\$ 2,274,793	\$ 1.26
<b>2018</b>	2,120,804	\$ 2,846,283	\$ 1.34	\$ 2,410,353	\$ 1.14

The pilot project commenced in December of 2017. The water meters were read every six months up until June of this year. Appendix 02 outlines the results of the pilot project

and is summarized below. It should be noted that the data for one hotel in New Liskeard is not included in this analysis as a result of noticeable discrepancies associated with the water meter readings. The 2018 rate of \$ 1.34/m<sup>3</sup> was utilized within the analysis. This rate does not include any contribution to reserve for future capital expenditures.

Establishment	Cost@ \$1.34/m <sup>3</sup>	2018 Rate	Cost/m <sup>3</sup> Consumed	Variance
NL Hotel	\$ 4,518.34	\$14,257.98	\$4.23	\$(9,739.64)
Dym Hotel	\$ 11,789.05	\$8,625.55	\$0.98	\$3,163.50
Hail Hotel	\$ 2,478.33	\$2,870.50	\$1.55	\$(392.17)
Dym Restaurant	\$ 4,569.07	\$5,789.60	\$1.70	\$(1,220.53)
Dym Restaurant	\$ 2,940.93	\$2,601.12	\$1.19	\$339.81
NL Restaurant	\$ 2,467.27	\$908.89	\$0.49	\$1,558.38
NL Restaurant	\$ 7,354.17	\$908.89	\$0.17	\$6,445.28
Institutional	\$46,850.54	\$22,024.06	\$0.63	\$24,826.48
Industrial	\$16,643.65	\$5,711.23	\$0.46	\$10,932.42

As Council can see there are substantial variances within the different sectors based on water rates within the current Water and Sewer Rates By-law versus actual water usage. The most accurate water rates charged can be seen with Haileybury hotels and Dymond restaurants.

At the Public Works Committee meeting held on June 25<sup>th</sup>, 2019 the results of the pilot project were presented and discussed resulting in the following recommendation being carried:

Recommendation PW-2019-039  
Moved by: Mayor Carman Kidd

*Be it resolved that:*

*The Public Works Committee hereby supports the implementation of an ICI (Industrial, Commercial, Institutional) water metering program in 2020, and further; refers the presentation and recommendation to the Corporate Services Committee for discussion on the financial aspect of the program.*

As a result of the above recommendation, at the Corporate Services meeting held on July 23<sup>rd</sup>, 2019, the results were presented and discussed. As a result, the following recommendation was carried:

Recommendation CS-2019-034  
Moved by: Mayor Carman Kidd

*Be it resolved that:*

*The Corporate Services Committee hereby acknowledges the presentation regarding the water metering pilot project and supports moving forward with a full ICI (Industrial, Commercial and Institutional) water metering program.*

Based on the results of the Pilot Project and discussions with the Public Works and Corporate Services Committees and with the direction from Council, staff will include the implementation of an Industrial, Commercial and Institutional Water Meter Program as a Capital Project for Council's consideration during the 2020 Budget process.

Should Council approve the implementation of an ICI Water Meter Program as a Capital Project in 2020, a preliminary cost estimate of \$ 250,000.00 is anticipated for the installation of meters. In addition to the unit charge for water usage, a reserve fund based on a flat rate rental charge per meter size would be established for meter maintenance and future replacement expenditures.

A communication strategy will be developed which will include, but not limited to, public meetings with stakeholders to communicate the need for standardization of the Water and Sewer Rates By-law. In addition to the City's communication strategy, the contractor will implement a public education campaign as it relates to the installation of the meters.

The installation of the meters would be completed sometime in June of 2020 at which time monitoring of water usage will take place for approximately 6 months. This will allow staff to evaluate the data to determine a proper rate per cubic meter and identify the establishments that will have the greatest impact. In addition, staff will be able to accurately develop a phased in financial approach to address those establishments.

Throughout the process, stakeholder communication will continue which may include, but not limited to, a mock billing process. This process will provide establishments financial and water use information to allow for a smooth transition to the new water meter program.

It would be anticipated that full implementation of the ICI Water Meter Program would take place January 2021, however should further evaluation be necessary, this date can easily be delayed.

### **Relevant Policy / Legislation/City By-Law**

- By-law No. 2019-054, Water and Sewer Service rates
- By-law No. 2016-083, Water Works System Use
- Safe Drinking Water Act, 2002 - Ontario Regulation 453/07 – Financial Plans

### **Consultation / Communication**

- Corporate Services Committee Meeting – March 3, 2016
- Public Works Committee Meeting – March 24, 2016

- Public Works Committee Meeting – April 28, 2016
- Corporate Services Committee Meeting – May 2, 2016
- Public Works Committee Meeting – May 26, 2016
- Public Works Committee Meeting – June 23, 2016
- Public Works Committee Meeting – July 26, 2016
- Public Works Committee Meeting – August 25, 2016
- Public Works Committee Meeting – October 6, 2016
- Public Works Committee Meeting – November 10, 2016
- Public Works Committee Meeting – January 19, 2017
- Corporate Services Committee Meeting – February 2, 2017
- Corporate Services Committee Meeting – April 6, 2017
- Public Works Committee Meeting – June 25, 2019
- Corporate Services Committee Meeting – July 23, 2019

### **Financial / Staffing Implications**

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

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

As noted above, the preliminary cost estimate for this project is \$ 250,000.00 and would be included as a Capital Project for Council’s consideration through the 2020 Budget deliberation process.

### **Alternatives**

#### **Alternative No. 1**

Utilize the results of the Water Meter Pilot Project to establish standardized flat rates for the ICI sectors. Note: Actual water usage will still remain unknown which may result in inequalities within the different sectors.

#### **Alternative No. 2**

Remain status quo. This alternative is not recommended.

**Submission**

Prepared by:

Reviewed by:

Reviewed and submitted for  
Council's consideration by:

“Original signed by”

“Original signed by”

“Original signed by”

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Steve Burnett  
Technical & Environmental  
Compliance Coordinator

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G. Douglas Walsh, CET  
Director of Public Works

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Christopher W. Oslund  
City Manager



2016 Water Usage - Cubic Meters

	Hail	NL	Dym	Total
Jan	58702	71323	6420	136445
Feb	55471	81445		136916
March	58005	100012		158017
Apr	49488	83822		133310
May	59295	91153		150448
June	73940	96098		170038
July	81226	113378		194604
Aug	68378	120084		188462
Sept	52815	87964		140779
Oct	54268	94389		148657
Nov	50799	86133		136932
Dec	56627	82161		138788
<b>Total</b>	<b>719014</b>	<b>1107962</b>		<b>1826976</b>

Cost to Produce and Distribute

Admin	\$ 471,766.00	Revenue	\$ 2,170,092.00
Treatment	\$ 1,170,268.00		
Distribution	\$ 397,655.00		
Amortization	\$ 211,808.00		
Principal/Interest Repayment	\$ 23,790.00		
Total	\$ 2,275,287.00		

To maintain revenue/m3 \$ 1.19

Cost/m3 \$ 1.25

2017 Water Usage - Cubic Meters

	Hail	NL	Total
Jan	58205	89954	148159
Feb	51968	79910	131878
March	54181	94110	148291
Apr	49509	85670	135179
May	51417	90332	141749
June	56060	96957	153017
July	73710	102612	176322
Aug	65662	86897	152559
Sept	65389	90239	155628
Oct	69094.1	94868	163962.1
Nov	64990.2	80038	145028.2
Dec	68921	83892	152813
<b>Total</b>	<b>729106.3</b>	<b>1075479</b>	<b>1804585</b>

Cost to Produce and Distribute

Admin	\$ 475,387.00
Treatment	\$ 1,026,644.00
Distribution	\$ 379,302.00
Amortization	\$ 243,634.00
Principal/Interest Repayment	\$ 156,147.00
<b>Total</b>	<b>\$ 2,281,114.00</b>

Revenue \$ 2,274,793.00

To maintain revenue/m3 \$ 1.26

Cost/m3 \$ 1.26

2018 Water Usage - Cubic Meters

	Hail	NL	Total
Jan	76897	98786	175683
Feb	71040	88776	159816
March	74834	100200	175034
Apr	67783	95127	162910
May	71979	95518	167497
June	83181	110275	193456
July	93720	138792	232512
Aug	78923	116589	195512
Sept	73021	96295	169316
Oct	74542	100202	174744
Nov	66032	89042	155074
Dec	68611	90639	159250
<b>Total</b>	<b>900563</b>	<b>1220241</b>	<b>2120804</b>

Cost to Produce and Distribute

Admin	\$ 501,224.00
Treatment	\$ 979,844.00
Distribution	\$ 438,628.00
Amortization	\$ 552,170.00
Principal/Interest Repayment	\$ 374,417.00
<b>Total</b>	<b>\$ 2,846,283.00</b>

Revenue \$ 2,410,353.00

To maintain revenue/m3 \$ 1.14

Cost/m3 \$ 1.34

Other Municipal 2019 Rates/m3

North Bay	\$ 1.36	Plus fixed monthly charge
Sudbury	\$ 1.73	Plus fixed monthly charge
Cochrane	\$ 2.14	Plus fixed monthly charge
Iroquois Falls	\$ 1.50	Plus fixed monthly charge
Kapuskasing	\$ 2.63	Plus fixed monthly charge
Kirkland Lake	\$ 1.42	Plus meter rental charge

	Projected yearly Consumption - 3m	Projected yearly cost @ 2018 Rate	Cost/3m consumed	Variance	Projected yearly cost @ \$1.50/3m	Variance
NL Hotel	3371.894333 \$	4,518.34 \$	14,257.98 \$	4.23 \$ (9,739.64) \$	5,057.84 \$	(9,200.14)
Dym Hotel	8797.799806 \$	11,789.05 \$	8,625.55 \$	0.98 \$ 3,163.50 \$	13,196.70 \$	4,571.15
Hail Hotel	1849.500731 \$	2,478.33 \$	2,870.50 \$	1.55 \$ (392.17) \$	2,774.25 \$	(96.25)
Dym Restaurant	3409.75362 \$	4,569.07 \$	5,789.60 \$	1.70 \$ (1,220.53) \$	5,114.63 \$	(674.97)
Dym Restaurant	2194.726074 \$	2,940.93 \$	2,601.12 \$	1.19 \$ 339.81 \$	3,292.09 \$	690.97
NL Restaurant	1841.244528 \$	2,467.27 \$	908.89 \$	0.49 \$ 1,558.38 \$	2,761.87 \$	1,852.98
NL Restaurant	5488.185287 \$	7,354.17 \$	908.89 \$	0.17 \$ 6,445.28 \$	8,232.28 \$	7,323.39
<b>Total</b>	<b>26953.10438 \$</b>	<b>36,117.16 \$</b>	<b>35,962.53</b>		<b>40,429.66</b>	
			<b>Cost to maintain 2018 revenue/3m \$</b>	<b>1.33</b>		
Institutional	34963.08619 \$	46,850.54 \$	22,024.06 \$	0.63 \$ 24,826.48 \$	52,444.63 \$	30,420.57
Industrial	12420.63115 \$	16,643.65 \$	5,711.23 \$	0.46 \$ 10,932.42 \$	18,630.95 \$	12,919.72

Current 2019 ICI meter rate is \$1.01/m<sup>3</sup>

\$ 1.50/3m incorporates contribution to reserves for capital expenditures

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**Subject:** Stop Sign Request - Morrissette  
at Meridian Ave

**Report No.:** PW-027-2019  
**Agenda Date:** September 3, 2019

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### **Attachments**

**Appendix 01:** Letter dated July 16, 2018 - Mr. Dennis McCarty

**Appendix 02:** Memo 020-2018 - PW - Stop Sign Policy

**Appendix 03:** McCarty Response Package dated September 25, 2018

### **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-027-2019;
2. That Council approves the placement of a “STOP” sign at the south west corner of Morrissette Drive and Meridian Avenue, facing westward; and
3. That Council directs staff to prepare the necessary amendment to By-law 2012-101, being a by-law to *Regulate Traffic and Parking of Vehicles in the City of Temiskaming Shores* for consideration at the September 3, 2019 Regular Council meeting.

### **Background**

In correspondence received from Mr. Dennis McCarty, dated July 16, 2018, and addressed to Mayor Kidd and Council, (Appendix 01) the author requested that consideration be given to the placement of a stop sign at the corner of Morrissette Drive and Meridian Avenue, facing westward along Morrissette Drive. The additional sign would make this a “2 Way Stop” intersection.

Mr. McCarty expressed his concern for the safety of the public, both motorists and pedestrians in this area, sighting the entrance to Mount Pleasant Cemetery, pedestrian traffic from the Community Living residence and the use of the area by residents at the two nursing homes located in close proximity for recreational activities.

The correspondence was referred to the Public Works Department and on August 14, 2018 Council received Memo 020-2018-PW outlining a Stop Sign Policy that would address requests such as these.

Following a review and comment period, the Final Draft of the Policy was presented to and adopted by Council in the form of By-law 2018-139 on September 11, 2018.

### **Analysis**

Following receipt of the response to his letter, Mr. McCarty did not feel that it was his duty to poll residents in the neighbourhood to garner the signatures on a petition as his concern was legitimate and in fact posed a significant liability concern for the City. While out of the country over the winter of 2018-19 Mr. McCarty was hopeful that city Staff and council would address the concern.

In recent weeks Mr. McCarty has requested that the City re-visit the circumstances at the noted location and reconsider the need for a formal petition. On August 22, 2019, staff visited the site and met with Mr. McCarty to inspect the area in question and determine what signage would achieve the desired results.

Morissette Drive (east – west direction) is classified as a local collector roadway leading to and from Meridian Ave. which would be an arterial roadway traversing in a north – south direction. These roadways are the primary route for traffic in the area leading traffic to the two Cemetery's, the Medical Centre and the two Nursing Homes as well as a “short-cut” to the lake front area.

At various times throughout the year the Public Works Dept. utilizes the area east of the intersection for disposal of snow and/or storage of debris from operations such as street sweeping and watermain repairs with heavy trucks and equipment.

Sight distance along both streets at the intersection in question would be considered to be restricted as illustrated in the photographs included in Appendix 04, with the surface grade being relatively flat as vehicles approach the corner. This intersection and inherent conditions are similar to those at the Farr Drive – Albert Street intersection where a STOP sign has been installed in recent years.

**Relevant Policy / Legislation/City By-Law**

- Municipal Act, 2001, S.O. 2001
- O.Reg. 239/02, Minimum Maintenance Standards
- O.Reg. 366/18, Amendments to O.Reg 239/02
- By-law 2018-139 – Stop Sign Policy
- By-law 2012-101 - Traffic By-law

**Financial / Staffing Implications**

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

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

There are no financial or staffing implications for the adoption of By-laws. Costs associated with the installation and future maintenance are included in the operations budgeting process.

## **Alternatives**

No alternatives are being considered at this time.

## **Submission**

Prepared by:

Reviewed and submitted for  
Council's consideration by:

“Original signed by”

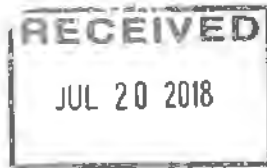
“Original signed by”

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G. Douglas Walsh, CET  
Director of Public Works

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Christopher W. Oslund  
City Manager



Dennis McCarty  
P.O. Box 386  
Haileybury, Ontario  
P0J 1K0

July 16, 2018

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

Attention: Mayor Carman Kidd and Council

Dear Mayor Kidd & Council.

**RE: STOP SIGN AT MORISSETTE DRIVE & MERIDIAN AVENUE**

---

I am requesting that Council consider the placement of a Stop sign at the corner of Morissette Drive and Meridian Avenue (heading East on Morissette Drive).

Currently the intersection is only controlled with one Stop sign heading South on Meridian Avenue. There are several factors that support the placement of a Stop sign as follows:

- The access to Mount Pleasant Cemetery is at this intersection. Currently vehicles exiting the cemetery do not have to stop which could cause conflict with traffic proceeding East on Morissette Drive;
- There is a significant amount of pedestrian traffic using Morissette Drive from the Community Living residence;
- Residents from the two nursing homes use scooters in this area.

I believe the placement of a Stop sign at this intersection would enhance public safety of both motorists and pedestrians.

Your consideration of this request is greatly appreciated.

Yours truly,

A handwritten signature in black ink that reads "D.D. McCarty". The signature is stylized and written over a horizontal line.

Dennis McCarty



# Memo

**To:** Mayor and Council  
**From:** Douglas Walsh, Director - Public Works  
**Date:** August 14, 2018  
**Subject:** Stop Sign Policy  
**Attachments:** Appendix 01 - Draft Copy – Stop Sign Policy  
Appendix 02 – Excerpt, Ontario Traffic Manual – Book 5

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Mayor and Council:

Over the past several months the City has received a number of requests for the placement of STOP signs at various locations. In conjunction with a staff review of other requests for consideration for amendments to the Traffic By-law, these locations were reviewed and the resulting recommendations were discussed at the Protection to Persons and Property Committee Meeting held on June 26<sup>th</sup>, 2018. The Committee did not concur with the staff recommendations.

As a result of those discussions a further review of the *Ontario Traffic Manual for Regulatory Signs - Book 5* (Appendix 02) and information available on-line was carried out by staff. The resulting Draft Stop Sign Policy (Appendix 01) was developed to enable City staff and elected officials to make more informed decisions that are substantiated by technical, analytical and legislative parameters, rather than general opinions and consensus.

The first draft of the policy was presented to the Public Works Committee on Thursday July 19<sup>th</sup>, 2018 for information purposes and endorsement to present it to Council at the Regular meeting the be held on August 14<sup>th</sup>, 2018 was obtained.

Following Council's review, editing based on any comments received and with the endorsement of Council, the Public Works Department will present the final draft on September 11<sup>th</sup>, 2018 for implementation.

Prepared by:

Reviewed and submitted for  
Council's consideration by:

"Original signed by"

"Original signed by"

---

G. Douglas Walsh  
Director of Public Works

---

Christopher W. Oslund  
City Manager

September 25, 2018

Mr. Dennis McCarty  
P.O. Box 386  
Haileybury, ON  
P0J 1K0

Dear Mr. McCarty

**RE: Request for Stop Sign - Intersection of Morissette Drive and Meridian Avenue - Haileybury**

Thank you for your letter received on July 20, 2018 and presented to Mayor and Council at the Regular Meeting of Council held on August 14, 2018. I have been asked to review and respond to your concerns.

Over the past year the City has received a number of requests for the placement of STOP signs at various locations. In conjunction with a staff review of other requests for consideration for amendments to the Traffic By-law, these locations were reviewed and the resulting recommendations were discussed at the Protection to Persons and Property Committee Meeting held on June 26, 2018.

As a result of those discussions a further review of the *Ontario Traffic Manual for Regulatory Signs - Book 5* and information available on-line was carried out by staff. The resulting Draft Stop Sign Policy (Policy) was developed to enable City staff and elected officials to make more informed decisions that are substantiated by technical, analytical and legislative parameters, rather than general opinions and consensus.

The first draft of the Policy was presented to the Public Works Committee on Thursday July 19, 2018 for information purposes and endorsement to present it to Council at the Regular Meeting the be held on August 14, 2018 was obtained. Following the presentation to Council, the Stop Sign Policy was approved and adopted in By-law 2018-139 on September 11, 2018. I have enclosed the By-law for your reference.

As indicated in Section 1.1 - *Guidelines for the requesting of a Stop Sign*, the City has established a requirement whereby "the applicant will be informed that a petition, favorably signed by at least 60% of the residents within three hundred (300) metres of the subject intersection, must be submitted". The Policy then outlines what procedure the City will follow to determine if the Stop Sign is warranted.

Should you have any further concerns or questions, please contact me at 705-672-3363, Ext. 4126.

Sincerely,

A handwritten signature in black ink, appearing to read 'G. Douglas Walsh', written in a cursive style.

G. Douglas Walsh, CET  
Director – Public Works

Enclosure: Temiskaming Shores By-law 2018-139

c.c. Chris Oslund, City Manager  
Dave Treen, Municipal Clerk  
Public Works Committee

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

**By-Law No. 2018-139**

**Being a by-law to adopt a Stop Sign Policy for the  
City of Temiskaming Shores**

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

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

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

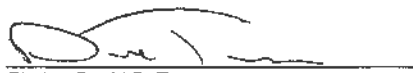
**And whereas** Council considered Memo No. 020-2018-PW at the August 14, 2018 Regular Council meeting accepting the draft Stop Sign Policy and would consider adoption of the Policy at the September 11, 2018 Regular Council meeting;

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

1. That Council adopts a **Stop Sign Policy** for the City of Temiskaming Shores, identified as Schedule "A", attached hereto and forming part of this by-law, and;
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the By-law 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 11<sup>th</sup> day of September, 2018.

  
\_\_\_\_\_  
Mayor – Carman Kidd

  
\_\_\_\_\_  
Clerk – David B. Treen



Schedule "A" to  
**By-law No. 2018-139**  
**Stop Sign Policy**

	<p align="center"><b>Stop Sign Policy</b></p>	<p align="center"><b>Public Works Dept.</b></p>
<p align="center">Prepared: July 2018</p>	<p align="center">Revision : 0</p>	<p align="center">Page 3 of 8</p>

**Purpose:**

The purpose of this policy is to outline the steps to determine whether a "Stop" sign or "All-Way Stop" sign is warranted at a particular intersection.

**Scope:**

The following policy governs the rules and regulations in the placement of, and in requesting the placement of, "Stop" signs and "All-Way Stop" signs within the City of Temiskaming Shores at any particular intersection.

**1.0 Guidelines for the requesting of:**

**1.1 Stop Signs:**

Upon the receipt of a telephone or written request for the installation and/or removal of a stop sign, the applicant will be informed that a petition, favourably signed by at least 60% of the residents within three hundred (300) metres of the subject intersection, must be submitted.

Upon receipt of this petition, the City's Director of Public Works will inspect the site and in conjunction with the Guidelines/Warrants set out in Subsection 2.2 of this policy, make a recommendation on the proposed installation.

Should the Director of Public Works **recommend in favour** of the installation or removal, the matter will be presented to Council.

Should the Director of Public Works **recommend not in favour** of the installation or removal, the applicant will be contacted in writing of the decision.


Should the applicant wish to appeal the matter, Council will review the matter.

**1.2 All-Way Stop Signs:**

If the request is for the installation and/or removal of an All-Way Stop Sign control, the applicant will be informed that a petition, favourably signed by at least 60% of the residents within three hundred (300) metres of the subject intersection, must be submitted.

Upon receipt of this petition, the City's Director of Public Works will inspect the site and in conjunction with the Guidelines/Warrants set out in Subsection 1.2.1 of this policy, make a recommendation on the proposed installation.

Should the Director of Public Works **recommend in favour** of the installation or removal, the matter will be presented to Council.

 <p>City of Temiskaming Shores      District Municipality      Temiskaming Shores  <small>Division of Public Works - Department of Public Works</small></p>	<p>Stop Sign Policy</p>	<p>Public Works Dept.</p>
<p>Prepared: July 2018</p>	<p>Revision : 0</p>	<p>Page 4 of 8</p>

Should the Director of Public Works **recommend not in favour** of the installation or removal, the applicant will be contacted in writing of the decision.

Should the applicant wish to appeal the matter, Council will review the matter.

### 1.2.1 The All-Way Stop Controlled Warrant

The warrant analysis is based on the methodologies prescribed by the Ontario Traffic Manual (OTM) Book 5. In order for the warrant to be satisfied the following conditions must be met in one of three ways:

#### i. Minimum Volume Warrant (Arterial and Major Roads):

An all-way stop control may be considered on major roads when the following conditions are met:

**Condition 1:** The total vehicle volume on all intersection approaches exceeds **500** vehicles per hour for each of any eight hours of the day.

**Condition 2:** The combined vehicular and pedestrian volume on the minor street exceeds **200** units per hour (all vehicles plus pedestrians wishing to enter the intersection) for each of the same eight hours, with an average delay to traffic on the minor street (either vehicles or pedestrians wishing to enter the intersection) of greater than 30 seconds.

**Condition 3:** The volume split does not exceed **70/30**. Volume on the major street is defined as vehicles only. Volume on the minor street includes all vehicles plus any pedestrians wishing to cross the major roadway.

In order for this warrant to be satisfied, **ALL** three of the above conditions must be met.


#### ii. Minimum Volume Warrant (Minor Roads):

An all-way stop control may be considered on minor roads when the following conditions are met:

**Condition 1:** The total vehicle volume on all intersection approaches exceeds **350** for the highest hour recorded.

**Condition 2:** The volume split does not exceed **75/25** for three-way control or **65/35** for four-way control. Volume is defined as vehicles only.

#### iii. Collision Warrant:

	<p align="center"><b>Stop Sign Policy</b></p>	<p align="center"><b>Public Works Dept.</b></p>
<p align="center">Prepared: July 2018</p>	<p align="center">Revision : 0</p>	<p align="center">Page 5 of 8</p>

The number of collisions which occur at an intersection can also determine the need for an All-Way Stop Control. **BOTH** of the following conditions must be met in order for an All-Way Stop Control to be warranted on the basis of collision data:

**Condition 1:** For the purposes of this warrant, a high accident frequency is an average of **four** collisions per year over a three-year period. Only those accidents susceptible to relief through multi-way stop control must be considered (i.e. Right angle and turning type collisions).

**Condition 2:** Included in this warrant are those locations where visibility problems exists which limit the safe approach speed of less than 15 km/h, thereby creating an unreasonable accident potential. Special advance warning or overhead flashing lights may be necessary to augment the control if vertical or horizontal alignment is a factor.

- 1.3 Warrants which meet the above criteria will be presented by the Director of Public Works to Council with the recommendation to install/remove a sign at the intersection in question.
- 1.4 Should the warrant not be met, the Director of Public Works will file the warrant study and advise the applicant in writing of the decision.
- 1.5 The installation or removal of stop signs shall be subject to the availability of municipal funding and will be completely at the discretion of Council, and allowing for opportunities to coordinate with other construction projects.

**2.0 Stop Sign Control:**

**2.1 Restrictions:**


Stop signs shall not be used as a speed control device. The usage of stop signs shall be limited to the control of right-of-way conflicts.

Stop signs shall only be placed where traffic-engineering studies, which have considered issues such as traffic speeds, traffic volumes, restricted sightlines and traffic accidents, have found that the usage of a stop sign is warranted.

Stop signs shall not be used on the same approach to intersections where traffic control signals are operating.

Portable or part time stop signs shall not be used except in cases of emergency or in temporary situations, such as in conjunction with flag men or at intersections where



 <p>City of Temiskaming Shores Regional Municipality of Temiskaming Shores Discover a new way to live in a beautiful and historic community</p>	<p><b>Stop Sign Policy</b></p>	<p><b>Public Works Dept.</b></p>
<p><b>Prepared: July 2018</b></p>	<p><b>Revision : 0</b></p>	<p><b>Page 6 of 8</b></p>

traffic signals are no longer working.

## **2.2 Guidelines/Warrants for Installation:**

The following are guidelines and warrants for stop sign control at rural or urban intersections within the City:

1. At the intersection of a city road with a King's Highway.
2. On a minor street or road entering a through street or highway.
3. On the street or road carrying the lesser volume of traffic at an intersection where all streets are of the same functional classification.
4. At un-signalized intersections in a signalized area except where they would interfere with traffic signal progression.
5. At intersections where the right-hand rule would be unduly hazardous.
6. Where three or more right angled collisions per year have occurred and methods of reducing this collision experience such as improving sight lines, street lighting, parking prohibitions, enforcement, geometric revisions, or a yield sign have been tried but found to be unsuccessful.
7. At an intersection where the safe vehicular approach speed is less than 15 km/h.
8. At railway crossings, which are scheduled for automatic protection, as an interim measure.
9. Within an intersection with a divided highway where a stop sign is present at the entrance to the first roadway and further controls are necessary at the entrance to the second roadway and where the median width between the two roadways exceeds 30 m.


Prior to the application of these warrants, consideration should be given to less restrictive measures such as the Yield sign where a full stop is not necessary at all times. Periodic reviews of existing installations may be desirable to determine whether, because of changing conditions the use of less restrictive control or no control could accommodate traffic demands safely and more effectively.

## **3.0 All-way Stop Sign Control:**

### **3.1 Restrictions:**

All-way stop signs should only be used when the volume of traffic on the intersecting roads is approximately equal.

All-way stop signs should not be used:

 <p>City of <b>Temiskaming Shores</b>  <small>Desiderat a nobilitate Quoniam - Strivimus in bono semper Quodlibet</small></p>	<p><b>Stop Sign Policy</b></p>	<p><b>Public Works Dept.</b></p>
<p><b>Prepared: July 2018</b></p>	<p><b>Revision : 0</b></p>	<p><b>Page 7 of 8</b></p>

1. Where pedestrian protection is a prime concern. This should be addressed through the use of Pedestrian right of way controls in the form of Pedestrian Crossovers, warning signs, pavement markings, crossing guards, etc.
2. As a speed control device.
3. On roads which progressive signal timing exists.
4. On roadways in urban areas having a posted speed limit in excess of 60km/hr.
5. At intersections having less than three or more than four approaches.
6. At offset of poorly defined intersections.
7. On truck or bus routes unless in an industrial area or where two such routes cross.
8. On multi-lane approaches, where a parked or stopped vehicle on the right may obscure a stop sign.
9. Where traffic would be required to stop on a steep grade.
10. As a means of detouring the movement of through traffic in a residential area.
11. Where visibility of the sign is hampered by curves or grades and a safe stopping distance of less than 100 m exists.
12. Where any other traffic device controlling the right-of-way is permanently in place within 250m (with the exception of a yield sign).

### **3.2 Guidelines/Warrants for Installation of All-Way Stops:**


All-way stop signs can be implemented if one or more of the following is the reason for the installation:

1. As an interim measure where traffic control signals are warranted but cannot be implemented immediately.
2. At a location where the warrant, described in Section 1.2.1 of this policy is met, as per the requirements of the Warrant Analysis.
3. As a means of providing an introductory period to accustom drivers to a reversal of intersection control. Installation under this warrant would be for a period not to exceed 3 months.

### **4.0 Location of Stop Signs:**

The following sets out the guidelines for where the stop sign may be placed at the corner in question:

Where one road intersects another road at an acute angle, the stop sign on the

 <p><b>City of Temiskaming Shores</b>  <small>Temiskaming Shores Ontario</small></p>	<p><b>Stop Sign Policy</b></p>	<p><b>Public Works Dept.</b></p>
<p><b>Prepared: July 2018</b></p>	<p><b>Revision : 0</b></p>	<p><b>Page 8 of 8</b></p>

intersecting road should be turned or shielded so that motorists travelling on the higher priority road cannot read it.

Stop signs should be erected at the point where the vehicle is to stop, or as near as possible. It may be supplemented with a stop line if it controls traffic approaching at a major intersection. The stop sign should be placed as close to the near edge of the intersecting roadway as possible and this distance should not exceed 15m unless it is clearly not practical to locate the stop sign closer to the intersection.

**5.0 Reference:**

For legal references and additional requirements of stop signs, Section 117 (A) (B) of the Highway Traffic Act and also Regulation 486, Section 7 & 8, Ontario Traffic Manual (OTM) Book 5 and excerpts from MTO's Manual of Uniform Traffic Control Devices shall be referred to.

Photographs



From the north-east looking to the south west



From the south (cemetery) looking northward



Looking eastward towards the intersection



Looking north-east from the south-west

**Subject:** MTO – City Cost Sharing Agreement

**Report No.:** PW-028-2019

**Agenda Date:** September 3, 2019

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### **Attachments**

**Appendix 01:** Memo 012-2019-PW – MTO – City Cost Sharing Agreement

**Appendix 02:** GWP 5041-17-00 Meeting Minutes, August 1, 2019

**Appendix 03:** PW-RFP-004-2019 – Grant Drive Extension (Draft)

### **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-028-2019;
2. That Council approves proceeding with the release of Request for Proposal PW-RFP-004-2019 as included as Appendix 03 to Administrative Report PW-028-2019;
3. That Council directs staff to respond to the Ministry of Transportation Regional Office, indicating that the City respectfully declines entering into a cost sharing agreement with the Ministry of Transportation Ontario for improvements to the Highway 11N/Golf Course Road intersection, Highway 65E/Wilson Drive intersection and Highway 65E/proposed Grant Drive extension; and
4. That Council directs staff to respond to the Ministry of Transportation Regional Office, indicating that the City will be proceeding with the release of a Request for Proposal which will include all required work for the design of Grant Drive Extension and the intersection with Highway 65E as recommended in the Paradigm *Proposed Extension of Grant Drive Transportation Impact Study* dated January 2019.

### **Background**

As a result of a meeting held on January 3rd, 2018, between members of the Public Works Committee and representatives from the Ministry of Transportation (MTO), it was determined that in order to move forward with any future development, along the Highway 11 or 65E corridors, a comprehensive Traffic Impact Study would be required.

Public Works staff developed a Request for Proposals (RFP) which was presented to both the Public Works and Corporate Services Committees on Thursday January 18th, 2018 and was then presented to Council on February 6<sup>th</sup>, 2018. Following Council's endorsement of the RFP, the Public Works Department released the document on February 8th, 2018, circulating it to six (6) Consultants that had responded to a similar request in North Eastern Ontario and advertising in on a Website known as Biddingo.

A total Six (6) submissions were received and based on the submission from Paradigm Transportation Solutions Limited they were awarded the project.

Over a period of approximately 10 months, Paradigm completed the required field work, met with City as well as Ministry of Transportation (MTO) staff and finalized the *Proposed Extension of Grant Drive Transportation Impact Study* (the Study).

In March 2019 Mayor Kidd and City Manager Oslund met with representatives from the MTO to discuss the Study and a potential “cost sharing agreement” (CSA) for future works in the area identified as having mutual interest within the study.

On August 1<sup>st</sup>, 2019 City and Ministry staff met to discuss potential cost sharing arrangements as outlined in **Appendix 02** and proposed by the Ministry.

On August 22<sup>nd</sup>, 2019 the Public Works Committee received and discussed Memo 012-2019-PW. (**Appendix 01**).

### **Analysis**

As outlined in **Appendix 02** the discussions with MTO staff focused on three specific locations;

1. Golf Course Road / Drive In Theatre Road at Hwy 11N Intersection,
2. Wilson Drive at Highway 65 Intersection, and
3. Grant Drive Extension at Highway 65E, Proposed Intersection

#### **Golf Course Road / Drive In Theatre Road at Hwy 11N Intersection:**

Much of the discussion focused around the Golf Course Road / Drive In Theatre Road intersection as this is the south limit of the current work project that the Ministry is working on. Although the Paradigm Study has indicated that the installation of Traffic Control Lights may not be required until 2030, and the Ministry suggested that the timeline may be even further out, the desire to include the design and installation of traffic lights in the above noted project appeared to be a Ministry priority. Upon further discussion, the Ministry would at least like to include the design and installation of underground conduits in conjunction with the Highway 11N work planned in 2022.

Preliminary estimates, as indicated in Appendix 02, suggest that the cost to complete the installation of Traffic Control Lights at this intersection could be as high as \$1.064M with the City's portion (as per a proposed CSA) being approximately \$484K.

#### **Wilson Drive at Highway 65 Intersection:**

There was minimal discussion with respect to the installation of Traffic Control Lights being install at the Wilson Drive – Highway 65 intersection as it was felt that with the construction of the Grant Drive extension, many of the concerns may be resolved. An alternative solution which included the construction of a “right in – right out” traffic flow configuration may also be considered to alleviate future concerns. The Ministry is currently reviewing the needs along this section of roadway based on current and future developments.

The preliminary cost estimate for the installation of Traffic Control Lights at this intersection could be as high as \$1.01M (plus property acquisition). There was no indication as to what the City’s portion of the cost may be.

### **Grant Drive Extension at Highway 65E, Proposed Intersection**

Based on the recommendations outlined in the Paradigm Study, and reviewed by the Ministry, the construction of a left turn lane (east bound on Hwy 65E) and a right-hand taper (west bound on Hwy 65E) are required should the City proceed with the construction of Grant Drive from Wilson Drive to Hwy 65E.

The preliminary cost estimate for the design and construction of these features at this intersection could be as high as \$594K with the City’s portion (as per a proposed CSA) being approximately \$504K.

Given that Golf Course Road / Drive In Theatre Road intersection is within the limits of a current work project and a Consultant has been retained by the Ministry, this work can be included, by Change Order, within that assignment and in GWP 5041-17-00.

Any work to be completed at either of the Wilson Drive / Highway 65 or the Grant Drive / Highway 65E intersections is considered “outside” the limits of the current work project and the Ministry would have to enter into an Agreement with a Third Party Consultant to complete the design work and then include it within the eventual construction project to be completed in 2022.

While the above noted cost estimates are preliminary the individual components of the proposal could impact the City’s Capital Budget by roughly \$500K per location over a yet to be determined period of time.

The work at the Highway 11 / Golf Course Road intersection as discussed above and outlined in *Proposed Extension of Grant Drive Transportation Impact Study* is forecast to be required in approximately 2030 and discussions with the Ministry suggested that timeline may be even further off, however, the MTO want to proceed with design and installation in conjunction with the current Work Project.

The work at the Highway 65 / Wilson Road intersection, as discussed above, is still under review by the MTO and may not be required should the extension on Grant Drive and the work at the Highway 65E – Grant Drive intersection be completed and utilized to the extent forecast in the Study.

The work at the proposed Highway 65E / Grant Drive intersection as discussed above and outlined in the Study has been the focus of the City and while the Ministry has proposed to cover the cost of the “Design” portion of the Intersection (estimate appears to be high) as outlined in the Study, the City will still be required to hire a consultant to complete the design of the Grant Drive Extension and the work of two consultants would then have to be co-ordinated.

The Public Works Committee discussed the Memo and the following recommendation was made;

Recommendation PW-2019-044

*Moved by: Mayor Carman Kidd*

*Be it resolved that the Public Works Committee hereby recommends that Council respectfully decline the Ministry of Transportation Ontario’s proposal to enter into a cost sharing agreement with the City for improvements at the Highway 11N/Golf Course Road, Highway 65E/Wilson Drive, and Highway 65E/proposed Grant Drive extension; and*

*Further that the Public Works Committee recommends that Council proceed with issuing an RFP for the design of both the Grant Drive Extension and the required turning lanes on Highway 65E to accommodate the access to the Grant Drive Extension.*

*Carried*

As a result it is recommended that the City proceed as soon as possible to release a Request for Proposals (Appendix 03) to acquire the services of a qualified consultant for the design of the Grant Drive Extension and the required modifications at the intersection with Highway 65 East as recommended in the *Proposed Extension of Grant Drive Transportation Impact Study* and reviewed and concurred with by the Ministry.

**Relevant Policy / Legislation / City By-Law**

- Municipal Act, 2001, S.O. 2001
- By-Law No. 2017-015, Procurement Policy, Section 10.4 Request for Proposals
-



**Financial / Staffing Implications**

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

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

The City has included \$75,000 in the 2019 Capital Budget for the design of “shovel ready” projects” including the Grant Drive Extension Project.

Costs associated with internal staff involvement would be covered under the wages and benefits portion of the Operations Budget.

**Alternatives**

1. Proceed with entering into a cost sharing agreement with the Ministry of Transportation as outlined in Appendix 01.
2. Continue to negotiate a more acceptable cost sharing agreement with the Ministry of Transportation.
3. Proceed with the circulation of a Request for Proposals to acquire the services of a qualified consultant for the design of the Grant Drive Extension and the required modifications at the intersection with Highway 65 East.
- 4.

**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

## **Memo**

**To:** Public Works Committee  
**From:** Douglas Walsh, Director - Public Works  
**Date:** August 22, 2019  
**Subject:** Grant Drive – Hwy 65E Cost Sharing Agreement  
**Attachments:** Draft Copy – Minutes of August 1<sup>st</sup>, 2019 Meeting

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PW Committee Members:

On Thursday August 1<sup>st</sup>, City staff met with representatives from the Ministry of Transportation (MTO) to discuss the future development in the north area of the City as well as public access onto Hwy 65E in order to extend Grant Drive, from Wilson Drive to the highway. The proposed potential Cost Sharing Agreement (CSA) for the work required at the Grant Drive – Hwy 65E intersection as well as other locations outlined in the Paradigm “*Proposed Extension of Grant Drive – Transportation Impact Study*” were also discussed.

Currently, the MTO have entered into an agreement with a Consultant for the purpose of rehabilitation design of Highway 11, from 0.8 kilometres north of the junction of Highway 65 (Golf Course Road), northerly for 11 kilometres, to the south junction of Highway 569 (Project GWP 5041-17-00). Preliminary project initiation meetings and field surveys have started and anticipated construction is scheduled for the spring of 2022.

As outlined in the attached minutes of the August 1<sup>st</sup> meeting, the discussions with MTO staff focused on three specific locations;

1. Golf Course Road / Drive In Theatre Road at Hwy 11N Intersection,
2. Wilson Drive at Highway 65 Intersection, and
3. Grant Drive Extension at Highway 65E, Proposed Intersection

### **Golf Course Road / Drive In Theatre Road at Hwy 11N Intersection:**

Much of the discussion focused around the Golf Course Road / Drive In Theatre Road intersection as this is the south limit of the current work project that the Ministry is working on. Although the Paradigm Study has indicated that the installation of Traffic Control Lights may not be required until 2030, and the Ministry suggested that the timeline may be even further out, the desire to include the design and installation of traffic lights in the above noted project appeared to be a Ministry priority. Upon further discussion, the Ministry would at least like to include the design and installation of underground conduits in conjunction with the Highway 11N work planned in 2022.

Preliminary estimates, as indicated in Attachment #1, suggest that the cost to complete the installation of Traffic Control Lights at this intersection could be as high as \$1.064M with the City's portion (as per a proposed CSA) being approximately \$484K.

## **Wilson Drive at Highway 65 Intersection:**

There was minimal discussion with respect to the installation of Traffic Control Lights being install at the Wilson Drive – Highway 65 intersection as it was felt that with the construction of the Grant Drive extension, many of the concerns may be resolved. An alternative solution which included the construction of a “right in – right out” traffic flow configuration may also be considered to alleviate future concerns. The Ministry is currently reviewing the needs along this section of roadway based on current and future developments.

The preliminary cost estimate for the installation of Traffic Control Lights at this intersection could be as high as \$1.01M (plus property acquisition). There was no indication as to what the City’s portion of the cost may be.

## **Grant Drive Extension at Highway 65E, Proposed Intersection**

Based on the recommendations outlined in the Paradigm Study, and reviewed by the Ministry, the construction of a left turn lane (east bound on Hwy 65E) and a right-hand taper (west bound on Hwy 65E) are required should the City proceed with the construction of Grant Drive from Wilson Drive to Hwy 65E.

The preliminary cost estimate for the design and construction of these features at this intersection could be as high as \$594K with the City’s portion (as per a proposed CSA) being approximately \$504K.

## **Consultant Assignments**

Given that Golf Course Road / Drive In Theatre Road intersection is within the limits of a current work project and a Consultant has been retained by the Ministry, this work can be included, by Change Order, within that assignment and in GWP 5041-17-00.

Any work to be completed at either of the Wilson Drive / Highway 65 or the Grant Drive / Highway 65E intersections is considered “outside” the limits of the current work project and the Ministry would have to enter into an Agreement with a Third Party Consultant to complete the design work and then include it within the eventual construction project to be completed in 2022.

Based on the current work schedule provided by the Ministry, they are requesting that the City determine their level of participation in a CSA as soon as possible, in order that an Agreement can be prepared and a consultant can be assigned to the task(s).

Prepared by:

Reviewed and submitted for  
Council’s consideration by:

“Original signed by”

“Original signed by”

---

G. Douglas Walsh  
Director of Public Works

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Christopher W. Oslund  
City Manager

# memorandum



TO: Distribution List

DATE: August 2, 2019

FROM: Andrée Beaupré  
Planning and Design Section  
Engineering Office  
Northeastern Region

**RE: Meeting Notes with the City of Temiskaming Shores  
GWP 5041-17-00 Highway 11 Rehabilitation– From 0.8km north of north junction  
of Highway 65, northerly for 11km to south junction of Highway 569  
New Liskeard Area**

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Date: Thursday, August 1, 2019. 11:00 AM

Location: Ontario Boardroom, 1st Floor, North Bay

Present: Chris Oslund, City Manager, City of Temiskaming Shores  
Doug Walsh, Director of Public Works, City of Temiskaming Shores  
Junaid Asghar, Head, Planning and Design Section, MTO  
John Pratte, Traffic Analyst, Traffic Section, MTO  
Robert Long, Traffic Supervisor, Traffic Section, MTO  
Carla Riche, Corridor Management Planner, Corridor Management Section, MTO  
Paul Marleau, Senior Project Manager, Corridor Management Section, MTO  
Anthony Akomah, Area Manager, Planning & Design Section, MTO  
Andrée Beaupré, Project Manager, Planning & Design Section, MTO

Regrets: Doug Herbrand, Head, Traffic Section, MTO  
Jasan Boparai, Manager of Engineering, MTO  
Kristin Franks, Regional Issues and Media Advisor, MTO

The purpose of this meeting was to discuss the possibility of a cost sharing proposal with the City of Temiskaming Shores.

Section	Description	Action
<b>1.0</b>	<b>Project Description</b>	
1.1	Planning and Design (P&D) provided an overview of the existing GWP 5041-17-00, Highway 11 Rehabilitation– From 0.8km north of north junction of Highway 65, northerly for 11km to south junction of Highway 569, which is programmed for 2022 construction.	Info.
1.2	P&D highlighted a brief overview of the purpose of the meeting and the events that took place leading up to scheduling this meeting.	Info.
<b>2.0</b>	<b>Presentation</b>	
2.1	P&D presented the slides included as an appendix to these minutes.	Info.

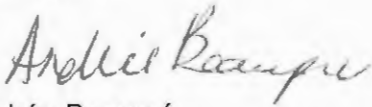
<b>Section</b>	<b>Description</b>	<b>Action</b>
2.2	Slide No. 3 - P&D explained that The City of Temiskaming Shores indicated to the MTO that future developments within the city are creating a need for traffic improvements at certain areas within the city limits.	Info.
2.3	Doug Walsh provided a brief summary of the future developments as illustrated on Slide No. 3, as well as the status of their progress.	Info.
2.4	Doug Walsh also explained that the growth illustrated on Slide No. 3 appears aggressive in comparison to the current progress, since some of these developments are not currently meeting their schedule timelines.	Info.
2.5	P&D highlighted Slide No. 4 and the three areas that are being considered for safety improvements and their inclusion within major capital contract GWP 5041-17-00. <ul style="list-style-type: none"> <li>• Area 1 – New traffic signals at Highway 11 and Golf Course Road</li> <li>• Area 2 – New traffic signals at Highway 65 and Wilson Road</li> <li>• Area 3 – New left turn lane and right turn taper on Highway 65 at the new Grant Drive intersection</li> </ul>	Info.
2.6	Traffic noted that Area 2 is currently under review by the Ministry due to the dense commercial development existing at the intersection and the effect that the implementation of Area 1 and Area 3 will have on alleviating traffic movements at the intersection.	Info.
2.7	Traffic noted that other possible solutions could be implemented at Area 2 to mitigate traffic concerns such as directional islands, right in / right out access only etc..., which can be further reviewed.	Info.
2.8	P&D highlighted Slide No. 5, the preliminary estimates as well as the cost sharing percent ratio between the Ministry and the City of Temiskaming Shores.	Info.
<b>3.0</b>	<b>Discussion</b>	
3.1	P&D indicated that as part of GWP 5041-17-00, the consultant McIntosh Perry will review the operational performance of the intersection of Highway 11 and Golf Course Road with future developments in place. Ministry team also emphasized the benefit of having the safety improvements in place prior to the development.	Info.
3.2	Chris Oslund indicated his concern with the construction year of 2022 and the City's availability to secure the required funding for that time.	Info.
3.3	MTO indicated that if the City should pursue to apply for funding grants, Area 1 and Area 3 should be the priority. Area 2 should remain low priority due to the improvements taking place at Area 1 and Area 3 and the positive impact they will have on Area 2.	Info.
<b>4.0</b>	<b>Schedule</b>	

Section	Description	Action
4.1	<p>Corridor Management Section explained the process of cost sharing agreements and the requirements from all team members. A timeline was discussed and established.</p> <ul style="list-style-type: none"> <li>The City of Temiskaming Shores will present the cost sharing proposal to the City's Public Works Committee on August 24, 2019</li> <li>The City of Temiskaming Shores will notify MTO at the end of August 2019 if they will proceed with the cost sharing agreement in order to initiate design work for Area 1 and Area 3.</li> </ul>	City of Temiskaming Shores
4.2	P&D noted that if the City of Temiskaming Shores should decide not to move forward with the cost sharing agreement, the intersection improvements at Golf Course Road will take place as per ministry timelines and when traffic studies warrant improvements as per ministry standards.	Info.
<b>5.0</b>	<b>Other Business</b>	
5.1	No other business.	Info.

Meeting Adjourned: 12:05 PM

If any of the contents of these minutes differ in any respect from the participants' recollection of the points discussed, please notify the undersigned.

Thank you,



Andrée Beaupré  
Project Manager, Planning and Design Section

**Distribution**

- Chris Oslund, City of Temiskaming Shores
- Doug Walsh, City of Temiskaming Shores
- Jasan Boparai, Engineering, MTO
- Junaid Asghar, Planning and Design Section, MTO
- John Pratte, Traffic Section, MTO
- Robert Long, Traffic Section, MTO
- Doug Herbrand, Traffic Section, MTO
- Carla Riche, Corridor Management, MTO
- Paul Marleau, Corridor Management, MTO
- Kristin Franks, Regional Issues Media Advisor, MTO
- Anthony Akomah, Planning & Design Section, MTO
- Andrée Beaupré, Planning & Design Section, MTO

# **Cost Sharing Agreement**

## **with the City of Temiskaming Shores ON**

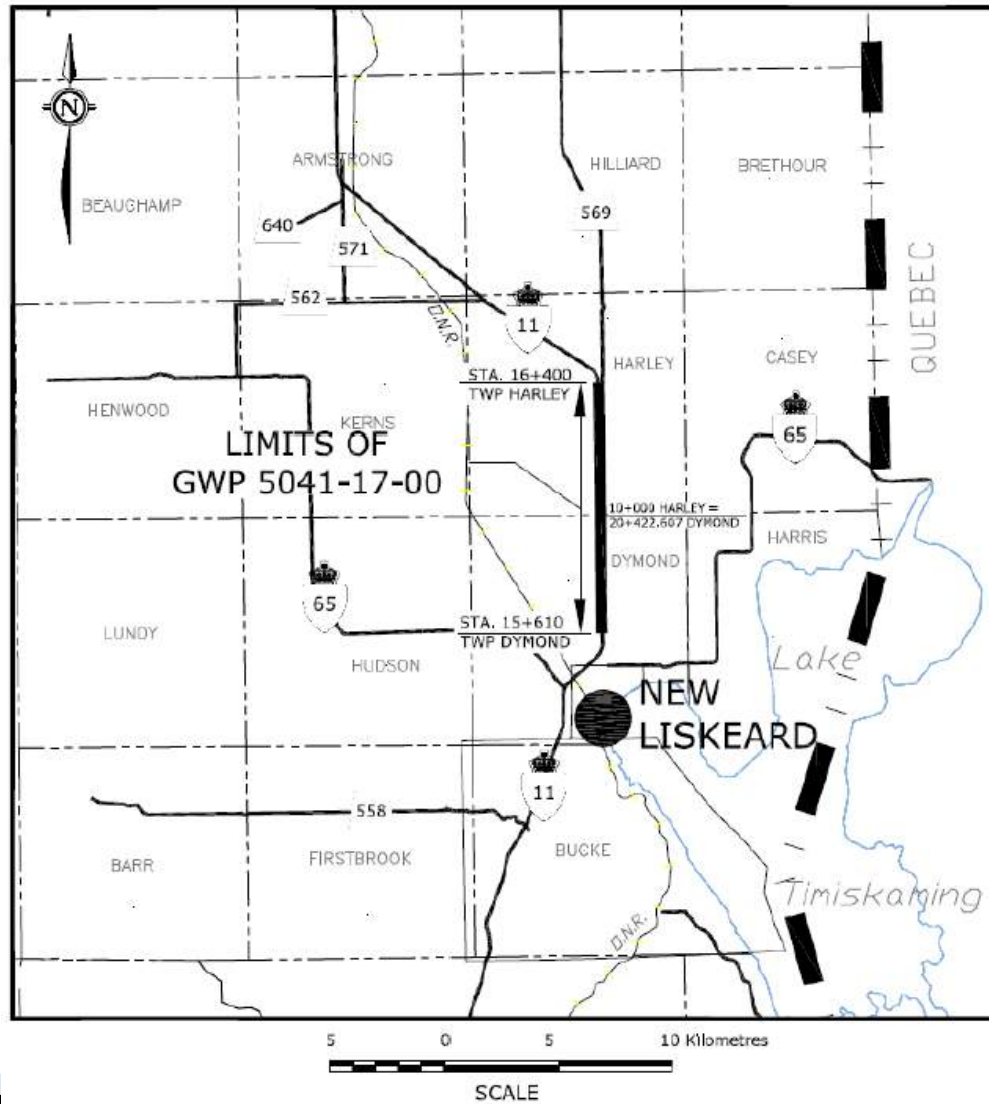
GWP 5041-17-00

Highway 11 Rehabilitation, From 0.8 km north of the north junction of Highway 65 northerly for 11 km to the south junction of Highway 569

August 2019

# Highway 11 Cost Sharing Proposal

## Location

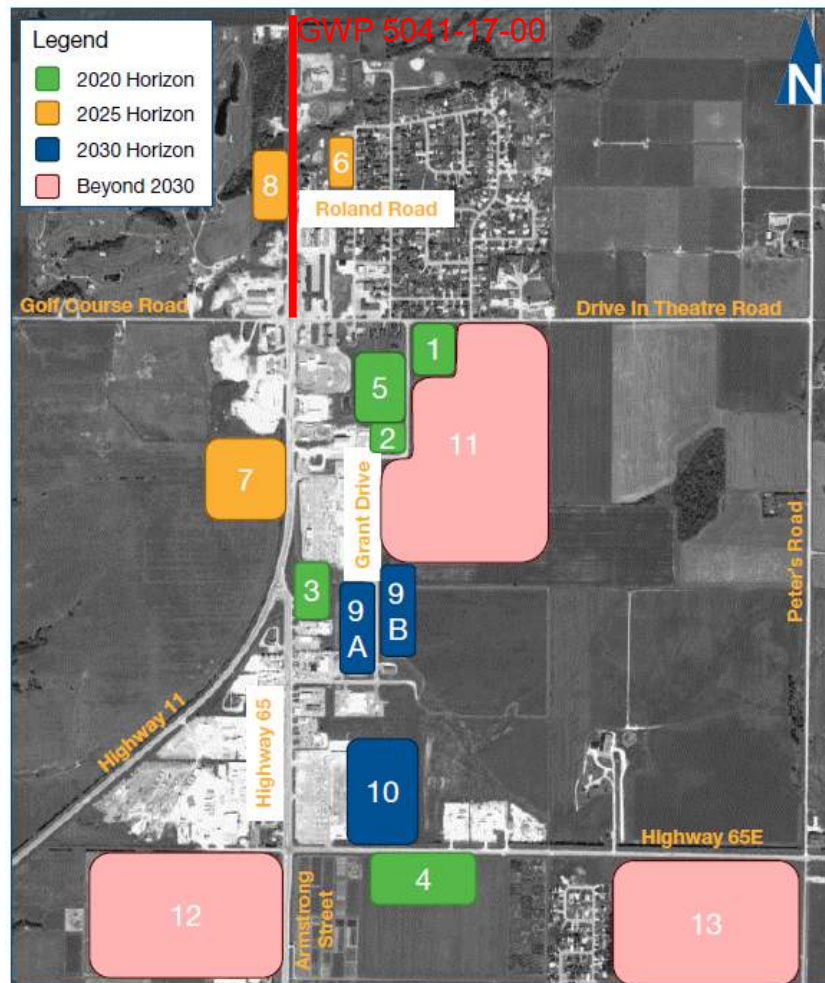




# Highway 11 Cost Sharing Proposal

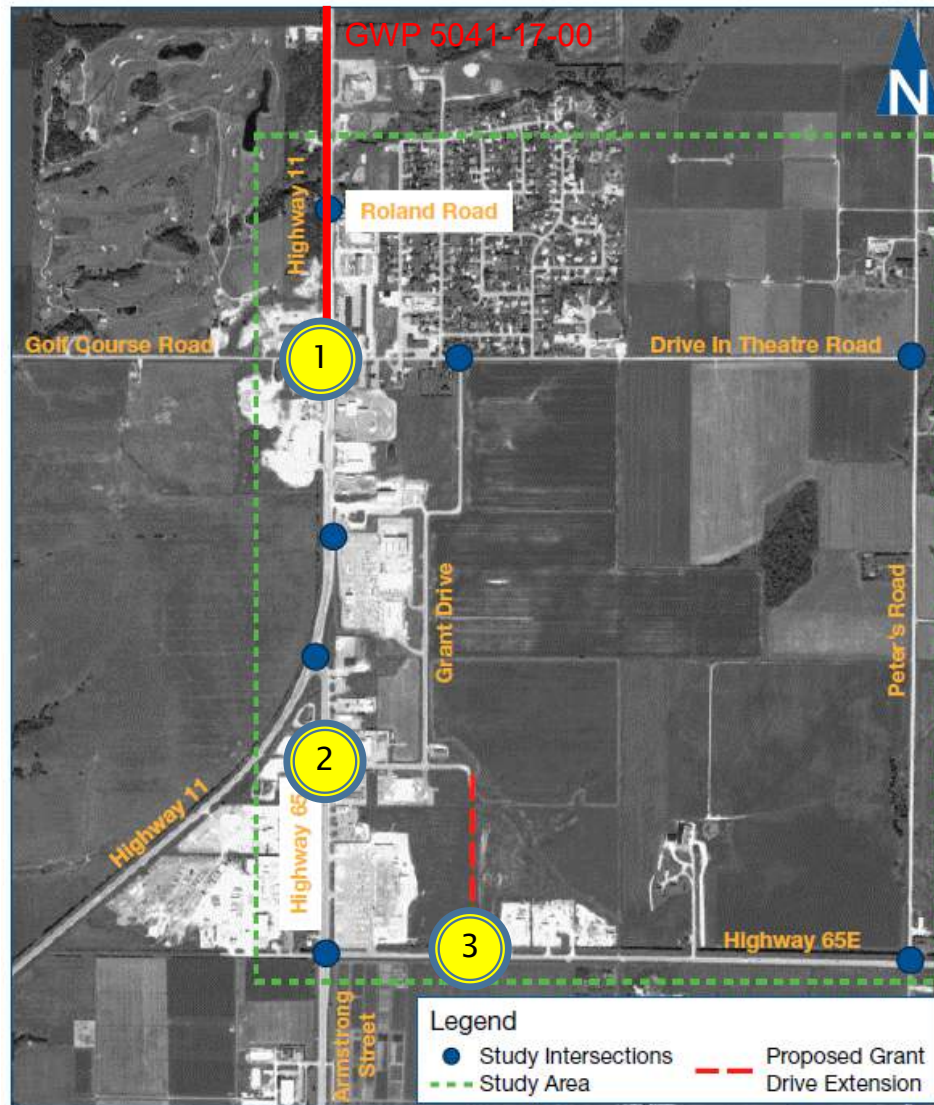
## Background Info / Existing Concerns

- Traffic Section has been approached by the City of Temiskaming Shores in order to negotiate a possible cost sharing agreement for Highway Improvements to support future development of vacant lands currently designated for commercial use in the vicinity of Highway 11 and Highway 65 within Temiskaming Shores



# Highway 11 Cost Sharing Proposal

## Areas of Discussion



# Highway 11 Cost Sharing Proposal

## Preliminary Cost Estimates & Cost Sharing Proposal

### 1. New Traffic Signals at Highway 11 and Golf Course Road

- Preliminary Cost Estimate for Design \$190,000.00 (cost includes contingency)
- Preliminary Cost Estimate for Construction \$780,000.00 (cost includes contingency)
- Preliminary Cost Estimate for 12% Contract Administration during construction \$93,600.00
  - Cost Sharing Proposal:
    - Design 100% MTO
    - Construction 50% MTO / 50% City of Temiskaming Shores
    - Contract Administration 100% City of Temiskaming Shores

### 2. New Traffic Signals at Highway 65 and Wilson Road

- Preliminary Cost Estimate for Design \$170,000.00 (cost includes contingency)
- Preliminary Cost Estimate for Construction \$750,000.00 + Property Acquisition
- Preliminary Cost Estimate for 12% Contract Administration during construction \$90,000.00
- (Note that this improvement is Currently Under Review by the MTO)

# Highway 11 Cost Sharing Proposal

## Preliminary Cost Estimates & Cost Sharing Proposal

### 3. **New Left Turn Lane and Right Turn Taper on Highway 65 at the new Grant Drive Intersection**

- Preliminary Cost Estimate for Design \$90,000.00 (cost includes contingency)
- Preliminary Cost Estimate for Construction \$450,000.00 (cost includes contingency)
- Preliminary Cost Estimate for 12% Contract Administration during construction \$54,000.00
  - Cost Sharing Proposal:
    - Design 100% MTO
    - Construction 100% City of Temiskaming Shores
    - Contract Administration 100% City of Temiskaming Shores



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

City of Temiskaming Shores  
Request for Proposal  
PW-RFP-004-2019  
Grant Drive Extension & Hwy 65E Intersection Design



## Objective

The overall objective of this Request for Proposal is to engage a qualified engineering firm to provide engineering services (i.e. geotechnical investigation, Ministry consultation, design, specifications, tender documents, cost estimates and approvals) for the extension of Grant Drive between Wilson Drive and Highway 65E as well as the access of the extension onto Highway 65 East, complete with required turning lane(s) and taper(s).

It is intended that the required work to be carried out, can and will be completed in 2019.

## Background

Currently, Grant Drive extends from Drive-in Theatre Road, southward to Wilson Avenue, in the former Township of Dymond, parallel to Highway 11N and Highway 65E which is a major commercial strip. The traffic generated at the intersection of Wilson Avenue and Highway 65E, as well as the intersection of Highway 11N and Drive-in Theatre Road (Appendix 1), poses some traffic and turning problems and proposed future development along the existing section of Grant Drive may eventually add to this congestion.

In April 2018 the City of Temiskaming Shores commissioned Paradigm Transportation Solutions Limited (PTSL) to conduct a Traffic Impact Study in support of the proposed extension of Grant Drive and the future development of vacant lands currently designated for highway/service commercial uses in the vicinity of Highway 11 intersection with Drive-in Theatre Road and Highway 65.

Following consultation with the North Eastern Regional office of the Ministry of Transportation (MTO), PTSL submitted their report in March 2019. The report identified the potential requirement for improvements to lane geometry and traffic control to accommodate the forecast traffic growth along the entire section of Highways 11 and 65E impacted by future development as well as recommendations for improvements at the proposed intersection of Grant Drive (Extension) and Highway 65E.

The intent of this RFP is to provide the design for the extension of Grant Drive from Wilson Avenue, southward to Highway 65E as well as the improvements required by the MTO at the intersection of Grant Drive and Highway 65E as outlined in the PTSL Traffic Impact Study (Appendix 2).

## Key Elements

Primary considerations for engineering services should include:



**Methodologies**

The general methodologies employed in the assessments and design will be consistent with Provincial methodologies. Any deficiencies or irregularities encountered throughout the assignment shall be given consideration with respect to new and emerging technologies.

**Design Parameters**

- A complete review of the PTSL Traffic Impact Study, existing conditions, road network layout and traffic movement.
- Carryout all necessary topographic surveys and geotechnical studies.
- Complete engineering design of the works including drawings, specifications and cost estimates in compliance with the Ministry of Transportation (MTO) standards and requirements.
- Apply and obtain all necessary approvals from provincial authorities including the encroachment permit from the MTO.
- Preparation of Tender Packages to be supplied to the City in electronic format (Word / Excel / AutoCAD) to permit the municipality to release the same for the retention of a Contractor to construct the works.

**Tasks and Deliverables**

<b>Investigation and Analysis</b>			
#	Task	Details	Deliverables
1	<b>Information Gathering</b>	<ul style="list-style-type: none"> <li>• Review the existing situation, road network layout.</li> <li>• Review the Traffic Impact Study report (March 2019).</li> <li>• Carryout all necessary topographic surveys.</li> <li>• Conduct all required geotechnical studies.</li> </ul>	<ul style="list-style-type: none"> <li>• Base map to scale 1:200 for the intersection improvement including the location of the traffic. An electronic copy in AutoCAD to be supplied to the City.</li> <li>• All dimensions must be in the metric system.</li> </ul>
2	<b>Design and Specifications</b>	<ul style="list-style-type: none"> <li>• Development of engineering designs, drawings and specifications for intersection improvement and the traffic signal in compliance with the MTO standards and requirements.</li> <li>• Preparation of Tender Documents that will allow the municipality to advertise for the construction of the work.</li> </ul>	<ul style="list-style-type: none"> <li>• Engineering design brief summarizing the intent of the project and outlines the design assumptions, calculations and supporting documentation.</li> <li>• Engineering Design Drawings, Specifications and Tender Documents in an electronic format (Word / AutoCAD).</li> </ul>



		<ul style="list-style-type: none"> <li>Apply and obtain all necessary approvals from provincial authorities including encroachment permit from the MTO.</li> </ul>	<ul style="list-style-type: none"> <li>Required provincial approvals.</li> </ul>
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**Deliverables Format**

The project will be completed to the satisfaction of the City of Temiskaming Shores. Project formats include, but may not be limited to the following:

- All final reports will be required in digital format(s) (MS Office), accompanied by three (3) camera ready hard copies. The consultant will ensure that all disks/flash drives are free of all computer-related viruses.
- All plans will be required in a digital format (AutoCAD 2004), accompanied by three (3) sets of drawings and documents. Digital data will consist of true local coordinates and tied to the provincial control points. Digital files will not contain any disclaimer seals or any locked blocks.

**Special Requirements / Duties**

**Submission Logistics**

Three (3) copies of proposals must be delivered to the City by no later **than 2:00 p.m. local time** on **Tuesday, October 1<sup>st</sup>, 2019** and **must** be addressed as follows:

**City of Temiskaming Shores**

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

Attention: Dave Treen, Municipal Clerk “PW-RFP-004-2019 – Grant Drive Extension Design”

**Late or misdirected proposals will not be considered and will be returned unopened to the respondent. Submissions by facsimile will not be accepted.**

An authorized officer must legibly sign all proposals. In addition, officers are requested to attach to their proposal a covering letter detailing any features of their company that they feel should be taken into consideration when evaluating the proposals.

Following the expiry of the deadline date for submissions, all proposals will be evaluated and the successful respondents, if any, will be notified following acceptance of the proposal.





## Response to Questions and Inquires

The City will respond to any inquiries submitted by the respondent through:

**G. Douglas Walsh, CET**  
**Director of Public Works**

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

In his absence a designate appointed in writing is the sole designate empowered to respond to questions or inquires regarding the RFP.

## Project Schedule and Fees

- Project timelines are important to the City. Accordingly, a detailed project schedule with key milestones should be included in the proposal.
- The Consultant shall identify in the proposal the work that will be performed, based on the goals, objectives and deliverables of this RFP. It is the responsibility of the proponent to anticipate and identify all of the tasks required to perform this contract, whether or not they have been specifically identified within this RFP.
- The following costing details should also be prepared and included with the proposal submission:
  - Fee schedules with per diem rate or hourly rate for each consultant staff and sub-consultant of the project team together with an **upset limit**. This should relate to a detailed man-hour and cost breakdown of the workload by consultant or sub-consultant staff.
  - Disbursement costs that may include mileage, telephone charges, printing and reproductions, fax charges, computer services, etc.
  - Additional estimate of costs for any potential additional studies recommended.
  - Applicable taxes.
  - Compliance with City of Temiskaming Shores insurance requirements.
  - Proportion breakdown of total costing; Part A: Grant Drive Extension , Part B: Hwy 65E Access and roadway upgrades.



## **Commitment to Negotiate**

The successful respondent shall execute any documentation, drafted in accordance with the terms of the successful respondent's proposal and any subsequent negotiations, within thirty (30) days of the date of notification of the successful respondent's selection.

Respondents not initially selected as the successful respondent hereby commit themselves, subject to notification by the City to execute documentation as aforesaid up to sixty (60) days following the date of submission of their proposals.

## **Preparation of Proposals**

All costs and expenses incurred by the respondent relating to its proposal will be borne by the respondent. The City is not liable to pay for such costs and expenses, or to reimburse or to compensate the respondent in any manner whatsoever for such costs and expenses under any circumstances, including the rejection of any or all proposals or the cancellation of this RFP.

## **Nature of Request for Proposal**

This RFP does not constitute an offer of any nature or kind whatsoever by the City to the respondent.

## **Amendments**

The City may modify, amend or revise any provision of this RFP or issue any addenda at any time. Any modification, amendment, revision or addenda will be in writing and will be provided to all respondents.

The City reserves the right to vary the scope of work prior to the award of the contract.

## **Proposal Evaluation Criteria**

An evaluation team consisting of key municipal staff will conduct the evaluation of proposals.

- The City of Temiskaming Shores reserves the right in its evaluation of the proposal to consider all pertinent criteria whether or not such criteria are contained in the Request for Proposals.



	Weight	Points	Max. Total
<b><u>Qualifications, Expertise and Performance on Similar Projects</u></b>			
Past ability to successfully complete projects within timelines and budgets.	6	10	60
Stability and reputation of firm.	4	10	40
Qualifications of technical support staff.	5	10	50
Qualifications of senior staff/project manager.	5	10	50
20%			
<b><u>Proposed Project Manager and Team</u></b>			
Past experience in directing/involvement with similar projects.	5	10	50
Specialized field or expertise.	5	10	50
Understanding of proposed project.	5	10	50
15%			
<b><u>Completeness and Schedule</u></b>			
Availability of key staff.	5	10	50
Demonstrated cost control/monitoring program.	5	10	50
Methodology and Schedule.	5	10	50
Quality assurance program.	5	10	50
Demonstrate how the firm will assist the City in achieving efficiency, and the most effective utilization of the City's and the firm's resources. Consideration will also be given to the amount of City resources that the consultant will use during the project.	5	10	50
25%			
<b><u>Knowledge of City regarding the Project</u></b>			
Members of the team must be familiar with the City's infrastructure, and have a working knowledge of the area surveying environment.	10	10	100
10%			
<b><u>Estimated Fees and Disbursements</u></b>			
Cost estimates are evaluated for completeness and lowest is scored 10 points, next 8 points, etc. If more than 5 proposals, then only 5 lowest bides are to receive points, and the remaining higher bids will be given 0.25 points. Prices within a small differential will be scored equal.	30	10	300
30%			
Total Score out of			1000



## **Revisions to Request for Proposal**

If it becomes necessary to revise any part of this RFP or, if the respondents require additional data to interpret any of its provisions, the revisions or additional data will be provided to all respondents participating in the RFP process at that stage.

If revisions or additional data are necessary after the closing date for proposals, revisions or additional data will be provided only to those respondents who have submitted responses and met the basic requirements. Such respondents will then have the opportunity to modify their proposal.

## **Right to Accept or Reject Submissions**

The City does not bind itself to accept any proposal and may proceed as it, in its sole discretion, determines, following receipt of the proposals. The City reserves the right to accept any proposal in whole or in part or to discuss with any respondent different or additional terms to those envisaged in this RFP or in such respondent's proposal.

The City reserves the right to:

1. accept or reject any or all of the proposals;
2. if only one proposal is received, elect to reject it; or
3. reject as informal any proposal that is received late or is incomplete or otherwise fails to comply with the requirements of the RFP,
4. elect not to proceed with the project as it so determines in its sole and absolute discretion,
5. to waive irregularities and formalities at its sole and absolute discretion.

## **Clarifications of Proposal**

The City reserves the right to request the clarification of the contents of any proposal.

The City may choose to meet with some or all of the respondents to discuss aspects of their respective proposals.

The City may require respondents to submit supplementary documentation clarifying any matters contained in their proposals and seek the respective respondent's acknowledgment of that interpretation. The supplementary documentation accepted by the City and written interpretations which have been acknowledged by the affected respondent shall be considered to form part of the proposals of that respondent. After the time and date set for



receipt of proposals, only the supplementary documentation specifically requested by the City for the purpose of clarification shall be considered as part of a proposal.

The City is not obliged to seek clarification of any aspect of a proposal.

### **Finalizing Terms**

This RFP will not constitute a binding agreement, but will only form the basis for the finalization of the terms upon which the City and the successful respondent will enter into the contract documentation, and does not mean that the successful respondent's proposal is necessarily totally acceptable in the form submitted. After the selection of the successful respondent's proposal, the City has the right to negotiate with the successful respondent and, as part of that process, to negotiate changes, amendments or modifications to the successful respondent's proposal without offering the other respondents, the right to amend their proposals.

### **Evaluation is Final and Binding**

By responding to this RFP the respondents agree that the decision of the Evaluation Team is final and binding.

### **Publication of Names of Respondents**

The City may, at any time, make public the names of all respondents.

Additional information may be released in accordance with *the Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c.F.31*, as amended.

Any proprietary or confidential information contained in the proposal should be clearly identified.

### **Notice**

Whenever this RFP requires or permits a notice or communication to be sent or given to either the City or any or all proponents, such notice or communication shall be, unless otherwise provided, hand delivered or faxed to the receiving party and such notice or communication shall be deemed to have been effectively given, delivered or received upon the date that such notice or communication was actually received by the receiving party.

The date of giving notice or communication shall be that date of delivery thereof in the case of personal delivery. With respect to any notice or communication which is faxed, its date of receipt shall be deemed to be the date of transmission as evidenced by electronic confirmation in the sender's office provided, however, that if it is sent after 5:00 p.m. on any



business day or at any time on a non-business day, it shall be deemed not to have been received until 8:30 a.m. on the next business day.

### **Conflict Resolution**

This Agreement is based upon mutual obligation of good faith and fair dealing between the parties in its performance and enforcement. Accordingly, both parties, with a commitment to honesty and integrity, agree to the following:

- That each will function within the laws and statutes that apply to its duties and responsibilities; that each will assist in the other's performance; that each will avoid hindering the other's performance; that each will work diligently to fulfil its obligations; and that each will cooperate in the common endeavor of the contract.
- Both parties to this Agreement shall attempt to resolve all claims, disputes and other matters in question arising out of or relating to this Agreement or breach thereof first through negotiations between the Engineer or representative and the City or representative by means of discussions built around mutual understanding and respect.
- Failing resolution by negotiations, all claims, disputes and other matters in question shall attempt to be resolved through mediation, under the guidance of a qualified mediator.
- Failing resolution by mediation, all claims, disputes and other matters in question shall be referred to arbitration.
- No person shall be appointed to act as mediator or arbitrator who is in any way interested, financially or otherwise, in the conduct of the work on the Project or in the business or other affairs of either the City or the Engineer.
- The award of the arbitrator shall be final and binding upon the parties.
- The provisions of the *Arbitration Act, 1991 S.O. 1991, Chapter 17* shall apply.

### **Sub-Consultants and Sub-Contractors**

The respondent will identify any Sub-Consultants and Sub-Contractors that will be involved in the engineering component of this project. Documentation is to be provided from the Sub-Consultants and Sub-Contractors stating that they have reviewed all parts of the detailed project schedule where their skills or expertise are required and are able to meet the timelines/milestones provided in the detailed project schedule.

Schedule "B" - MAILING LABEL

PLEASE FIRMLY AFFIX THIS LABEL TO YOUR SUBMISSION ENVELOPE FOR PROPER TENDER IDENTIFICATION.

BEARING THIS IDENTIFYING LABEL. THE CITY IS NOT RESPONSIBLE FOR MISSING OR LOST SUBMISSIONS OR ANY SUBMISSIONS NOT BEARING THIS IDENTIFYING LABEL.

Company Name _____	<b>FOR CITY USE ONLY</b>
Mailing Address _____	Date Received _____
_____	Time (Local time) _____
Postal Code _____	Received by (initials) _____
<p>City of Temiskaming Shores P. O Box 2050 325 Farr Drive Attention: Dave Treen, Municipal Clerk</p> <p><b>PW-RFP-004-2019</b> Grant Drive Extension &amp; Hwy 65E Intersection Design</p>	

# Memo

**To:** Mayor and Council  
**From:** Tammie Caldwell, Director of Recreation  
**Date:** September 3, 2019  
**Subject:** Amend By-law No. 2019-018 Appoint members to the Bicycle Friendly Committee  
**Attachments:** None

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Mayor and Council:

In December of 2018, the Municipal Clerk advertised that applications were open for citizens interested in sitting on various Committee's for the next term of Council.

Committee members were appointed under By-Law No. 2019-018 at the January 8, 2019 Regular Council meeting.

The municipality has received an application from Stacy Utas and Céline Léger Nolet to sit on the Bicycle Friendly Community Committee and staff is recommending that By-law No. 2019-018 be amended to appoint Stacy and Céline as a committee members.

Prepared by:

Reviewed and submitted for  
Council's consideration by:

"Original signed by"

"Original signed by"

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

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



# Memo

**To:** Mayor and Council  
**From:** Tammie Caldwell, Director of Recreation  
**Date:** September 3, 2019  
**Subject:** Amend By-law No. 2019-082 (Non-Resident User Fee) Swim & Soccer Clubs  
**Attachments:** None

---

Mayor and Council:

Section 3 of Schedule "A" to By-law No. 2019-082 being a by-law to adopt a Recreation Non-Resident User Fee Policy for the City of Temiskaming Shores identifies those organizations to which the User Fees are applicable. It has been identified that the Northern Loons Swim Club and the Tri-Town Soccer Club were inadvertently not included in the policy.

Both clubs have been notified that the policy will be applied; Northern Loons \$125.00 per year and Soccer Club 25% of registration fee per year respectively for the upcoming season.

It is recommended that Council direct staff to prepare the necessary by-law to amend By-law No. 2019-082 to include the Northern Loons Swim Club and the Tri-Town Soccer Club under Section 3 Organizations Subject to the Fee.

Prepared by:

Reviewed and submitted for  
Council's consideration by:

"Original signed by"

"Original signed by"

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

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

# Memo

**To:** Mayor and Council  
**From:** Tammie Caldwell, Director of Recreation  
**Date:** September 3, 2019  
**Subject:** Letter of Municipal Significance – Battle of the Bands  
**Attachments:** Zack’s Crib – Letter of Endorsement

---

Mayor and Council:

The New Liskeard Community Hall has been rented by Lesley Kaross for a fundraiser for Zack’s Crib, a local organization working towards opening a crisis/warming center in Temiskaming Shores.

The event is a licensed Battle of the Bands and will take place Saturday October 19<sup>th</sup>, 2019 from 6:30 pm to 9:30 pm with the winning band playing for one hour afterwards followed by a DJ until 1:00 am. The cost for admission is \$20.00.

As per the Municipal Alcohol Policy (By-Law 2019-068), a letter of municipal significance is required before granting a special occasion permit to the Organizer, and the City Clerk may issue a letter of municipal significance for any occasion except youth and minor sports events including banquets.

The event is endorsed by Zack’s Crib and it is recommended that Council direct the Clerk to provide Lesley Kaross with a letter declaring that the Battle of the Bands, a fundraiser for Zack’s Crib scheduled for Saturday, October 19<sup>th</sup>, 2019 be declared an event of municipal significance.

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

“Original signed by”

“Original signed by”

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

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

# ZACK'S CRIB

August 26<sup>th</sup>, 2019

The Corporation of the City of Temiskaming Shores  
325 Farr Drive  
Haileybury, ON  
P0J 1K0

Attn: The Corporation of the City of Temiskaming Shores,

We write to acknowledge you that the Battle the Stigma-Battle of the Bands that is taking place on Saturday, October 19<sup>th</sup>, 2019 at the New Liskeard Community Hall is endorsed and approved by Zack's Crib. The event which is being planned by Lesley Kaross has been passed by our Board of Directors who have all given the go-ahead and any initial concerns have been addressed and rectified by Kaross.

With one hundred per cent of the proceeds being donated back to our organization, we are very happy to allow Kaross to plan this fundraiser and help us spread the word about our organization.

Should you have any questions at all regarding this event, you can give me a call at 705-645-1747.

Regards,



Yves Paille, President, Zack's Crib

**Subject:** Agreement for the preparation  
of a Recreation Master Plan

**Report No.:** RS-013-2019  
**Agenda Date:** September 3, 2019

---

### **Attachments**

**Appendix 01:** Draft Agt. – too large – see By-law No. 2019-137

### **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. RS-013-2019; and
2. That Council directs staff to prepare the necessary by-law to enter into an agreement with DBA Trace Planning and Design for the development of a Recreation Master Plan at the upset limit of \$89,720 plus applicable taxes to be completed prior to March 31, 2020 for consideration at the September 3, 2019 Regular Council meeting.

### **Background**

The 2019 Recreation Capital Project envelope included the development of a Temiskaming Shores Recreation Master Plan throughout 2019 and 2020 at a total cost of \$80,000 - \$40,000 in 2019 and \$40,000 in 2020.

Request for Proposal RS-RFP-001-2019 was issued on June 25<sup>th</sup>, 2019 and was posted on the City website and circulated to four companies.

The deadline for submission was Tuesday August 6, 2019 at 2:00pm. One (1) proposal was submitted from DBA Trace Planning & Design in the amount of \$89,720 plus applicable taxes.

### **Analysis**

Trace Planning and Design is out of Moncton New Brunswick and have been working in North Bay the past year on an active travel master plan and travelled to Temiskaming Shores to see the area and its amenities prior to submitting the proposal.

The proposal includes travel and translation costs (utilizing local expertise) to ensure public consultation sessions are offered in both French and English. The total cost of the project is \$89,720 plus applicable taxes which is approximately \$11,300 over budget. The Director identified that due to projects coming in under budget in the Recreation Capital Budget there is currently \$10,500 available in the capital envelope that can be redirected to the Master Plan Project.

Mayor Carman Kidd, Recreation Chairperson Mike McArthur, Councillor Jesse Foley, the City Manager, Recreation Director, and Recreation Superintendents met on Thursday August 15<sup>th</sup> to review the proposal and discuss productivity improvement.

The expected results of the Recreation Master Plan include:

- The development of an existing and city-wide statistical-based level of service model that speaks of facility type, spatial distribution, and quantity relative to population based on data collected to date,
- Ten year facility delivery model that proposes a role for each existing or proposed indoor facility relative to condition, population-based precedent evaluation, budgeting and future demand including budgetary consideration relative to sustained facility delivery, and
- A cost benefit model that articulates cost for all city-related recreation master plan components (including physical and operational improvements, land acquisition, new facility development, marketing, staffing etc.), as well as analysis of and the exploration of new facility models, where investment in capital makes the most sense over the next ten years relative to desire and need

The development of the master plan will meet the goal of Council in determining service levels for recreation services in the municipality and will be available at the end of March of 2020.

To address productivity improvements in the short term staff was directed to commence work on the analysis of summer ice availability, ice usage analysis in both arenas, increasing use of ice, and a fleet analysis.

**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

**Revenue:**

2019 Capital	\$ 40,000
2019 Capital from projects under budget	11,300
<u>2020 Capital</u>	<u>40,000</u>
Total:	\$ 91,300

**Expenditure:**

Proposal	\$ 89,720
<u>HST (1.76%)</u>	<u>1,579</u>
Total	\$ 91,300

Staff will monitor the progress payments and advise Council on the amount of funds that may be required for reallocation in 2019.

**Alternatives**

No alternatives were considered.

**Submission**

Prepared by:

Reviewed and submitted for  
Council's consideration by:

“Original signed by”

“Original signed by”

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Tammie Caldwell  
Director of Recreation Services

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Christopher W. Oslund  
City Manager

**Subject:** Skate Sharpening Booth Lease Agreement

**Agenda Date:** September 3, 2019

**Report No.:** CS-043-2019

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### **Attachments**

None

### **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-043-2019; and
2. That Council directs staff to enter into a lease agreement with 1568133 Ontario Inc. O/A Active 1 Source for Sports for the use of the Skate Sharpening Booth from September 1, 2019 to August 31, 2022; and
3. That Council directs staff to prepare the necessary by-law to authorize the lease agreement for consideration at the September 3, 2019 Regular Council meeting of Council.

### **Background**

On August 31<sup>st</sup>, 2019 the current lease agreement for the use of space in the Don Shepherdson Memorial Arena for the operation of a skate sharpening booth expires. In July, Council directed staff to release RFP-CS-002-2019 for the use of the space.

### **Analysis**

RFP-CS-002-2019 had a deadline of July 25<sup>th</sup>, 2019. One proposal was received. Staff was then notified that the proponent had sold the skate sharpening equipment and requested that the lease be transferred to the new owner. The same terms and conditions apply.

Staff is recommending entering into an agreement with 1568133 Ontario Inc. O/A Active 1 Source for Sports. The draft lease is attached as Appendix 1.

The start date for the new lease agreement will be September 1<sup>st</sup>, 2019 to August 31<sup>st</sup>, 2022.

**Financial / Staffing Implications**

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

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

A total of \$1,400 plus HST will be collected each year for the term of the lease agreement.

**Alternatives**

No alternatives were considered in the preparation of this report.

**Submission**

Prepared by:

Reviewed and submitted for  
Council's consideration by:

*"Original signed by"*

*"Original signed by"*

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

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



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**Subject:** FedNor Funding – Culinary Tourism  
Strategy Implementation

**Report No.:** CS-044-2019  
**Agenda Date:** September 3, 2019

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## **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-044-2019; and
2. That Council directs staff to prepare the necessary by-law to enter a Contribution Agreement with Fed Nor to implement a Culinary Tourism Strategy for the Lake Temiskaming Tour for consideration at the September 3, 2019 Regular Council meeting.

## **Background:**

At the April 2, 2019 regular meeting Council carried Resolution No. 2019-223 adopting a narrative report prepared by the Culinary Tourism Alliance which recommended that the City create an enhanced Lake Temiskaming Tour product focused on culinary tourism.

Memo No. 015-2019 was prepared and considered at the July 9, 2019 Regular Council meeting which outlined that a Phase 1 application was submitted under the Canadian Experiences Fund and that the project was approved to move to Phase 2.

## **Analysis:**

FedNor Funding approval letter outlines that FedNor is prepared to provide support of up to \$193,000 towards incorporating a Culinary Tourism Strategy into the Temiskaming Lake Tour initiative.

The City's financial risk on the project is a maximum of \$22,000, however due to other anticipated partners, it is more likely that the City's portion will be around \$6,000.

It is recommended that Council direct staff to prepare the necessary by-law to enter into a Contribution Agreement with FedNor for a Culinary Tourism Strategy as part of the Temiskaming Lake Tour initiative for consideration at the September 3, 2019 Regular Council meeting.

## **Alternatives**

No alternatives were considered during the preparation of this report.

**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

As noted earlier the City’s financial risk on the project is a maximum of \$22,000, however due to other anticipated partners, it is more likely that they City’s portion will be around 3% or \$6,000.

Some staff time will be required to coordinate meetings and marketing, but much of the work will be completed by Culinary Tourism Alliance (CTA).

**Submission**

Prepared by:

Reviewed by

Reviewed and submitted for Council’s consideration by:

“Original signed by”

“Original signed by”

“Original signed by”

\_\_\_\_\_  
James Franks  
Economic Development  
Officer

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

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

---

**Subject:** Tax Arrears Certificate (TAC)  
Extension Agreement

**Report No.:** CS-045-2019  
**Agenda Date:** September 3, 2019

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### **Attachments**

**Appendix 01:** History of Roll 54-18-010-007-21001

**Appendix 02:** Draft Extension Agreement – 54-18-010-007-21001

### **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-045-2019; and
2. That Council direct staff to prepare the necessary by-law to enter into a Tax Arrears Certificate (TAC) Extension Agreement for the property Roll No. 54-18-010-007-21001 (50 Dixon Street) for consideration at the September 3, 2019 Regular Council meeting.

### **Background**

Under Section 378(1) of the Municipal Act, 2001, “a municipality, by by-law passed after the registration of the tax arrears certificate and before the expiry of the one (1) year period mentioned in subsection 379(1), may authorize an extension agreement with the owner of the land, the spouse of the owner, a mortgagee or a tenant in occupation of the land extending the period of time in which the cancellation price is to be paid.”

### **Analysis**

The analysis of the properties is summarized in Appendix 01 and 02.

Entering into an extension agreement of this nature allows the owner(s) / spouse / mortgagee / tenant additional time to resolve the matter of the tax arrears on their property. The option to enter into an extension agreement is permissive not obligatory. There is no obligation on the part of the municipality to agree to an extension agreement, nor to accept the proposed terms of repayment by the party involved.

An extension agreement should address the following:

- Payments are going to retire the debt in a reasonable length of time;
- Terms of repayment are short enough so that the process is not prolonged;
- Payments are financially sufficient to continuously reduce the amount of the debt and future taxes as levied;

- Regular monthly payments of a pre-determined amount form part of the agreement;
- The agreement allows the applicant to pay additional sums, over and above the regular payments at any time, should they wish to do so.

The draft extension agreements (see Appendix 3 and 4) encompasses the recommended terms of a suitable agreement.

**Default:** If the person entering into the agreement defaults on the terms and conditions agreed to, the agreement is terminated and the tax registration process continues from the point at which the extension agreement was executed.

There are situations when it is not in the best interest of the municipality to enter into an extension agreement, such as:

- When it is not in the best financial interest of the municipality;
- When the municipal council's philosophy is not to entertain extension agreements;
- When the interested party has a past history of defaulting on extension agreements;
- When the tax arrears are at risk of exceeding the value of the property should payment terms be extended;
- When the repayment proposal would appear to be beyond the financial means of the interested party.

There are no concerns regarding entering in to extension agreement for this property.

**Agreement Fulfilled:** should the agreement be fulfilled as per the prescribed terms and conditions of the extension agreement; a cancellation certificate would be registered completing the process.

### **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

Provided the agreement terms are accepted the lump sum payment of \$3,000 and monthly payments of \$500 per month would result in payment of all tax arrears over approximately two (2) years. The property owner is hoping to make additional lump sum payments throughout the term of the agreement to have all taxes, interest and penalties paid sooner. Provided all taxes, penalty and administration fees are paid, a tax sale of the property would be avoided.

### **Alternatives**

That Council not enter into an extension agreement with the property owner(s)/spouse/mortgagee/tenant; the properties being eligible for Sale of Land by Public Tender as of April 27, 2020.

That Council direct the cancellation of the Tax Arrears Certificates and not proceed with the Sale of Land by Public Tender process.

Neither of these alternatives were considered during the preparation of this report.

**Submission**

Prepared by:

Reviewed and approved by:

Reviewed and submitted for  
Council's consideration by:

"Original signed by"

"Original signed by"

"Original signed by"

\_\_\_\_\_  
Laura Lee MacLeod  
Treasurer

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

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

**History of Roll  
#5418 010 007 21001 (TAC 2019-02)  
50 Dixon Street**

On June 6, 2018 a first notice letter advising of the pending registration of the property was sent to the property owner.

On October 4, 2018 a final notice letter advising of the pending registration of the property was sent to the property owner.

A Tax Arrears Certificate was registered against the property on April 26, 2019 (DT67100). First Notice of Registration were mailed on May 2, 2019 to the property owner and all other parties with a registered interest in the property.

The property owner contacted the City about regarding a garbage/recycling matter in which we were able to obtain a contact number. On July 25, 2019 the Treasurer contacted the property owner to advise of the status of the property and to discuss a payment agreement. The property owner advised that she would look into the matter and call to discuss further.

On August 27, 2019 an electronic payment was received. The Treasurer contacted the property owner immediately advising that as the property has a registered tax lien on title partial payments were not allowed to be made. The Treasurer provided the options available at this time which are refund of the payment or an extension agreement. Terms of a payment agreement were reached.

The redemption period expires on April 27, 2020 at which time the City will be able to proceed with the sale of the property by Public Tender.

On Thursday, May 16, 2019 the property owners attended City Hall to discuss an extension agreement that was satisfactory to all parties.

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

**By-law No. 2019-000**

**Being a by-law to authorize the execution of a Tax Arrears Extension Agreement pursuant to Section 378 of the Municipal Act, 2001 - (Jo-Anne Hurst Dawson) TAC 2019-02, Roll No. 54-18-010-007-21001**

**Whereas** The Corporation of the City of Temiskaming Shores registered on the 26<sup>th</sup> day of April, 2019, a tax arrears certificate against the land described in Schedule “A” attached hereto and forming part of this by-law;

**And whereas** Section 378 of the Municipal Act, 2001 provides that after the registration of a tax arrears certificate and before the expiry of one (1) year following the date of the registration of the tax arrears certificate, a Municipality or Board may by by-law authorize an agreement with the owners of the land, the spouse of the owner, a mortgage or a tenant in occupation of such land to extend the period of time in which the cancellation price in respect to the Owner(s)/Spouse/Mortgagee/Tenant land is to be paid;

**And whereas** the statutory period within which such a By-law may be enacted has not elapsed;

**And whereas** at the September 3, 2019 Regular Council Meeting, Council acknowledged receipt of Administrative Report CS-045-2019 regarding a Tax Arrears Certificate (TAC) Extension Agreement and adopted a resolution authorizing the entering into a Tax Arrears Certificate (TAC) Extension Agreement and directing staff to prepare the necessary by-law for Council’s consideration at the September 3, 2019 Regular Council Meeting.

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

1. That an agreement be entered into by The Corporation of the City of Temiskaming Shores with Jo-Anne Hurst Dawson, the Owner(s)/Spouse/Mortgagee/Tenant of the land described in Schedule “A” to extend the time period in which the cancellation price payable on this land is to be paid on the terms and generally in the form of Schedule “B” attached and forming part of this by-law;
2. That the agreement be in substantially the same form and contain the same terms and conditions as set out in Schedule “B”, a copy of which is attached hereto.
3. That the Mayor and Clerk be and are hereby authorized and directed to enter into the agreement on behalf of the Corporation;
4. 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.
5. That this By-law shall come into force and take effect upon the final passing thereof.

**Read a first, second and third time and finally passed** this 3<sup>rd</sup> day of September, 2019.

---

Mayor – Carman Kidd

---

Clerk – David B. Treen

**Description of Land**

PARCEL 18421 SEC SST; PART NORTH ½ LOT 7 CONCESSION 1 DYMOND PART 1  
54R1131; TEMISKAMING SHORES; DISTRICT OF TIMISKAMING



**Schedule “B”  
Extension Agreement**

**This agreement** made in duplicate the 3<sup>rd</sup> day of September, 2019 between:

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

and

**Jo-Anne Hurst Dawson**  
(hereinafter called the “Owner(s)/Spouse/Mortgagee/Tenant”)

**Whereas** the Owner(s)/Spouse/Mortgagee/Tenant is the owner of the land in the City of Temiskaming Shores;

**And Whereas** the Owner(s)/Spouse/Mortgagee/Tenant’s land is in arrears of taxes on the 31<sup>st</sup> day of December, 2018 in the amount of \$7,009,109 and a tax arrears certificate was registered in the Land Registry or Land Titles Office on the 26<sup>th</sup> day April, 2019 in respect of the Owner(s)/Spouse/Mortgagee/Tenant’s land. (Instrument number DT67100, (TAC 2019-02);

**And whereas** Section 378 of the Municipal Act, 2001 provides that after the registration of a tax arrears certificate and before the expiry of one (1) year following the date of the registration of the tax arrears certificate, a Municipality or Board may by By-law authorize an extension agreement with the Owner(s) of the land, the spouse of the owner, a mortgagee or a tenant in occupation of such land to extend the period of time in which the cancellation price in respect to the Owner(s)/Spouse/Mortgagee/Tenant land is to be paid.

**And whereas** the period during which there is a subsisting extension agreement shall not be counted by the Treasurer in calculating the periods mentions in sub-section 379(1) of the Municipal Act, 2001;

**Now therefore this agreement witnesseth** that in consideration of the premises and of the covenants and obligations hereinafter contained, it is hereby agreed as follows:

1. The Owner(s)/Spouse/Mortgagee/Tenant accepts that in addition to the taxes and penalty (which includes water, sewer and solid waste diversion fees) as at September 3, 2019, penalty and interest charges will continue to be applied monthly to the unpaid tax balance at a rate of 15% per annum or 1.25% per month.
2. The Owner(s)/Spouse/Mortgagee/Tenant will make payments to the Corporation in accordance to Appendix 01 attached hereto.
3. Notwithstanding any of the provisions of the Agreement, the Municipal Act, 2001, as amended, shall continue to apply to the collection and enforcement of all tax arrears and all taxes except that the Treasurer of the Corporation, without waiving the statutory rights and powers of the municipality or of the Treasurer, shall not enforce collections of such tax payments, except as set out in paragraph 2 and 3, during the time this Agreement is in force so long as the Owner(s) / Spouse / Mortgagee / Tenant is not in default hereunder.
4. In the event the Owner(s)/Spouse/Mortgagee/Tenant defaults in any payments required by this Agreement and upon notice being given to the Owner(s) / Spouse / Mortgagee / Tenant by the Corporation, this Agreement shall be terminated and the Owner(s) / Spouse / Mortgagee / Tenant shall be placed in the position he or she was before this Agreement was entered into. In the event of a default, this Agreement shall cease to be considered a subsisting agreement on the day that the notice of termination is sent to the Owner(s)/Spouse/Mortgagee/Tenant.
5. Immediately upon the Owner(s)/Spouse/Mortgagee/Tenant or any other person making all the payments required under paragraphs 2 and 3, this Agreement shall be terminated and, the Treasurer shall forthwith register a tax arrears cancellation certificate in respect to the said lands.

6. Notwithstanding the provisions of paragraphs 2 and 3, the Owner(s) / Spouse / Mortgagee / Tenant and any other person may at the time pay the balance of the cancellation price and upon receipt of the aforesaid payment by the Corporation, this Agreement shall terminate and the Treasurer shall forthwith register a tax arrears cancellation certificate.
7. This Agreement shall cease to be considered a subsisting Agreement upon the date of the sale or other disposition of the land.
8. In any paragraph or part of paragraphs in this Agreement is determined by a court or tribunal of component jurisdiction to be illegal or unenforceable, it or they shall be considered separate and severable from the Agreement and the remaining provisions of the Agreement shall remain in force and effect and shall be binding upon the Parties hereto as though the said paragraph or paragraphs or part or parts of paragraphs had never been included.
9. Any notice required to be given to the Owner(s) / Spouse / Mortgagee / Tenant hereunder shall be sufficiently given if sent by registered mail to the Owner(s)/Spouse/Mortgagee/Tenant at the following address:

P.O. Box 2530  
New Liskeard, Ontario  
P0J 1P0

**Remainder of Page left Blank intentionally**

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

Signed and Sealed in )  
the presence of )

**Jo-Anne Hurst Dawson**

\_\_\_\_\_  
Signature – Jo-Anne Hurst Dawson

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

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

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

Municipal Seal )

**Corporation of the City of  
Temiskaming Shores**

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Clerk – David B. Treen

**Appendix 01 to Schedule “B”**

**Extension Agreement**

**Payments required under Extension Agreement**

September 2019	\$3,000
September 2019	\$500
October 2019	\$500
November 2019	\$500
December 2019	\$500
January 2020	\$500
February 2020	\$500
March 2020	\$500
April 2020	\$500
May 2020	\$500
June 2020	\$500
July 2020	\$500
August 2020	\$500
September 2020	\$500
October 2020	\$500
November 2020	\$500
December 2020	\$500
January 2021	\$500
February 2021	\$500
March 2021	\$500
April 2021	\$500
May 2021	\$500
June 2021	\$500
July 2021	\$500
August 2021	\$500

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**Subject:** Lease Agreement – Dr. Lynn  
Lacasse (Hlby Medical Centre)

**Report No.:** CS-046-2019  
**Agenda Date:** September 3, 2019

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## **Attachments**

**Appendix 01:** Draft Lease Agreement – Dr. Lacasse

## **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-046-2019;
2. That Council directs staff to prepare the necessary by-law to enter into a lease agreement with Dr. Lynne Lacasse for rental space at the Haileybury Medical Centre for consideration at the September 3, 2019 Regular Council meeting; and
3. That Council directs staff to prepare the necessary by-law to amend By-law 2019-040 to remove Rooms 232 and 234 from the lease agreement with the Haileybury Family Health Team for consideration at the September 3, 2019 Regular Council meeting.

## **Background**

In 2018, Dr. Lynn Lacasse signed a Physician Services Agreement with the City to provide medical services to the community through the Centre de santé communautaire du Témiskaming. In August, staff were notified that Dr. Lacasse joined the Haileybury Family Health Team. As such, she has requested the use of office space at the Haileybury Medical Centre.

## **Analysis**

Dr. Lacasse has requested the use of 348 square feet at the Haileybury Medical Centre. Two office spaces currently rented by the Haileybury Family Health Team will be included in the space for Dr. Lacasse. The lease agreement with the Family Health Team will require an amendment to reflect this change.

Dr. Lacasse's lease with the City will commence September 1, 2019 for a period of four (4) years.

Attached is the draft lease agreement for Council's consideration.

**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 lease rate will be in accordance with other physicians occupying space in the Haileybury Medical Centre and will increase as per the Consumer Price Index over the term of the agreement.

**Alternatives**

No alternatives were considered.

**Submission**

Prepared by:

Reviewed and submitted for  
Council's consideration by:

"Original signed by"

"Original signed by"

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

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

**The Corporation of the City of Temiskaming Shores**  
**By-law No. 2019-000**

**Being a by-law to authorize the entering into a lease agreement  
with Dr. Lynne Lacasse for the rental of space at the  
Haileybury Medical Centre**

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

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

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

**Whereas** Council considered Administrative Report No. CS-046-2019 at the September 3, 2019 Regular Council meeting and directed staff to prepare the necessary by-law to enter into a four (4) year lease agreement with Dr. Lynne Lacasse for the rental of 348 ft<sup>2</sup> of office space at the Haileybury Medical Center effective September 1<sup>st</sup>, 2019 until August 31<sup>st</sup>, 2023;

**And whereas** the Council of The Corporation of the City of Temiskaming Shores deems it desirable to enter into an Agreement with the Dr. Lacasse

**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. Lynne Lacasse 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 3<sup>rd</sup> day of September, 2019.**

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Mayor – Carman Kidd

---

Clerk – David B. Treen





**Schedule A to**  
**By-law No. 2019-000**  
Agreement between  
**The Corporation of the City of Temiskaming Shores**  
and  
**Dr. Lynne Lacasse**  
for the rental of space at the  
Haileybury Medical Center

***Lease Agreement***

between

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

and

**Dr. Lynne Lacasse**

---

**Lease**

---

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

This Lease made this 3<sup>rd</sup> day of September, 2019

Between:

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

And:

**Dr. Lynne Lacasse**  
(hereinafter called the "Lessee")

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

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

### **1. Leased Premises**

The Lessor hereby demises and leases to the Lessee part of the **upper level** in the Lessor's Building containing a rentable area of three hundred and fifty-one square feet (348sq.ft.), located at 95 Meridian Avenue, City of Temiskaming Shores, Ontario being hereinafter called the "premises".

### **2. Ingress and Egress**

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

### **3. Term**

To hold the premises for a term commencing on the 1<sup>st</sup> day of September 1<sup>st</sup>, 2019 and ending on the 31<sup>st</sup>, of August, 2023.

### **4. Rent**

And paying therefore, to the Lessor, subject to the provisions of this Lease, the sum of **Three Hundred Ninety-Seven Dollars and Eighty-Eight cents (\$397.88) per month plus HST**, for year one (1). An increase will be applied to the rental rate according to the Consumer Price Index for effective September 1st of each year of the term. 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.

**Remainder of Page left Blank intentionally**

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

**Signed, Sealed and Delivered** in the presence of:

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

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

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Clerk – David B. Treen

**Dr. Lynne Lacasse**

95 Meridian Avenue  
P.O. Box 2010  
Haileybury, Ontario  
P0J 1K0

\_\_\_\_\_  
Dr. Lynne Lacasse

\_\_\_\_\_  
Witness

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

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**Subject:** ZBA-2019-02 – RK Breau Holdings

**Report No.:** CGP-047-2019

**Agenda Date:** September 3, 2019

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### **Attachments**

**Appendix 01:** Planning Report

**Appendix 02:** Application and Public Notice

**Appendix 03:** Public Comments

**Appendix 04:** Draft By-law to amend Zoning By-law No. 2017-154

### **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CGP-047-2019;
2. That Council agrees to amend the provisions of the City of Temiskaming Shores Zoning By-law No. 2017-154 to permit the zone change from Low Density Residential (R2) to High Density Residential Exception (R4-#); and
3. That Council directs staff to prepare the necessary by-law to amend the City of Temiskaming Shores Zoning By-law No. 2017-154 for consideration at the September 3, 2019 Regular Council meeting.

### **Background**

RK Breau Holdings has submitted an offer to purchase the subject property from the City of Temiskaming Shores, on the condition that approval of the Zoning By-law amendment be finalized before the property is transferred. The purpose of this Zoning By-law amendment application is to rezone the property from Low Density Residential (R2) to High Density Residential Exception (R4-#) to permit the development of three townhouses each containing six units, as well as a building containing a rental office and amenities for the residents of the complex on the subject property. The development is to remain as one property with the units being individually rented.

### **Analysis**

The public meeting was held on August 13, 2019 and four members of the public made submissions at the meeting. Two written comments have been received as of the date of this report. All comments are summarized in the Planning Report attached as Appendix 01, and the written comments are also attached as Appendix 03.

The planning report attached as Appendix 01 provides information regarding the application within the policy framework.

It is the opinion of the undersigned 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 City of Temiskaming Shores Official Plan, and represents 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, MCIP, RPP  
Planner

\_\_\_\_\_  
Shelly Zubycy  
Director of Corporate Services

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



## **Planning Report**

**Zoning By-law Amendment Application: ZBA-2019-02**

**Applicant:** RK Breau Holdings Inc

**Owner:** Corporation of the City of Temiskaming Shores

**Property:** Northwest corner of Roland Road & Raymond Street

**Roll No.:** 5418-020-002-143.02, 5418-020-002-143.03, part of 5418-020-002-143.04

**August 28, 2019**

### **Subject Land**

Northwest corner of Roland Road and Raymond Street; Dymond Concession 4, South Part of Lot 9; Plan M-275 Lot 1 and part of Lot 2; 54R-6002 Parts 1 and 3.

### **Background and Purpose of the Application**

The applicant submitted an offer to purchase the subject land from the City earlier in 2019 and City staff were directed by Council to proceed with the process to consider disposal of the land to the applicant. The applicant intends to develop three residential townhouses each containing six units, as well as a building containing a rental office and amenities for the residents of the complex. The applicant will also be responsible for running the necessary connections to service the development and constructing an interior roadway. The applicant intends to retain the development as rental units.

The property is currently vacant and is designated Mixed Use Areas in the City of Temiskaming Shores Official Plan.

### **Statutory Public Notice**

The complete application was received on June 25, 2019. Notice of the complete application and public hearing was advertised in the Temiskaming Speaker on July 24, 2019 and was sent to public agencies in accordance with the statutory notice requirements of the Planning Act. The notice was also mailed to property owners within 120m of the subject land.

The public hearing was held on August 13, 2019. Four members of the public made submissions or asked questions at the public meeting. Two written comments have been received as of the date of this report.

### **Site Analysis**

The property is vacant and is located in the former Township of Dymond at the northwest corner of Roland Road and Raymond Street. The property includes a large block of land directly adjacent to this intersection, as well as one complete subdivision lot north of the block, and a part of the next subdivision lot adjacent to the Dymond Township reservoir.

### **Servicing**

Municipal water and sanitary sewer services are available on both Roland Road and Raymond Street. The developer will be responsible for the extension of water and sewer lines to service the development. Each unit will be connected to service lines on the interior of the property, not directly to the City's system.

The City has identified a need to upgrade the water service in the area to ensure adequate pressure is available for existing and proposed developments in this area of Dymond Township. The City's 2019 budget includes the design and engineering for the upgrade and it is anticipated that the upgrade project will be completed in 2020.

Stormwater drainage in the area is by localized storm sewer system which drains along Raymond Street and outlets into the ravine to the north of the property near the intersection at Crystal Crescent. Due to the location of the property and the natural drainage of the property, the Ministry of Transportation will be required to review stormwater management plans. Stormwater management will be addressed through the Site Plan Control process.

### **Access**

The property fronts on Roland Road and also abuts Raymond Street which are both municipally owned and maintained year-round. The site plan submitted with the Zoning By-law amendment application shows two townhouses facing Raymond Street with each unit having direct driveway access to the street, as well as an internal roadway with access to Roland Road to service the third townhouse as well as the rental office/amenities building and some additional parking spaces.

Access to the area is gained via Highway 11/Roland Road, Highway 11/Drive In Theatre Road, and Highway 65/Grant Drive/Drive In Theatre Road/Raymond Street. As Highway 65 and Highway 11 are both owned and controlled by the Provincial Government, and the property is within the 395m permit control area around the Highway 11/Roland Road intersection, the application was circulated to MTO. No objections to the proposal were noted by MTO, however a stormwater management plan will be required for MTO review and approval prior to development occurring on the property.

### **Existing Land Use**

The property is currently vacant.

### **Adjacent Land Uses**

North: Vacant and Dymond reservoir  
South: Roland Road, residential, highway commercial  
East: Raymond Street, residential  
West: Residential

### **Planning Analysis**

#### **Provincial Policy Statement (2014)**

The property is located within the established settlement area boundary for the City within a developed residential area and in proximity to the north end of an established highway commercial area.

#### *1.0 Building Strong Healthy Communities*

#### *1.1 Managing and Directing Land Use to Achieve Efficient and Resilient Development and Land Use Patterns*

##### *1.1.1 Healthy, liveable and safe communities are sustained by:*

- a) promoting efficient development and land use patterns which sustain the financial well-being of the Province and municipalities over the long term;*
- b) accommodating an appropriate range and mix of residential (including second units, affordable housing and housing for older persons), employment (including industrial and commercial), institutional (including places of worship, cemeteries and long-term care homes), recreation, park and open space, and other uses to meet long-term needs;*
- c) avoiding development and land use patterns which may cause environmental or public health and safety concerns;*
- d) avoiding development and land use patterns that would prevent the efficient expansion of settlement areas in those areas which are adjacent or close to settlement areas;*
- e) promoting cost-effective development patterns and standards to minimize land consumption and servicing costs;*
- f) improving accessibility for persons with disabilities and older persons by identifying, preventing and removing land use barriers which restrict their full participation in society;*

##### *1.1.3 Settlement Areas*

*The vitality of settlement areas is critical to the long-term economic prosperity of our communities. Development pressures and land use change will vary across Ontario. It is in the interest of all communities to use land and resources wisely, to promote efficient development patterns, protect resources, promote green spaces, ensure effective use of infrastructure and public service facilities and minimize unnecessary public expenditures.*

*1.1.3.1 Settlement areas shall be the focus of growth and development, and their vitality and regeneration shall be promoted.*

*1.1.3.2 Land use patterns within settlement areas shall be based on:*



- a) *densities and a mix of land uses which:*
  1. *efficiently use land and resources;*
  2. *are appropriate for, and efficiently use, the infrastructure and public service facilities which are planned or available, and avoid the need for their unjustified and/or uneconomical expansion;*
  3. *minimize negative impacts to air quality and climate change, and promote energy efficiency;*
  4. *support active transportation;*
  5. *are transit-supportive, where transit is planned, exists or may be developed;*
  6. *are freight supportive; and*
- b) *a range of uses and opportunities for intensification and redevelopment in accordance with the criteria in policy 1.1.3.3, where this can be accommodated.*

The subject property is located directly adjacent to a built-up residential neighbourhood in close proximity to a developed highway commercial area. The proposed development represents a mix of land uses, with higher-density residential development being located generally on the periphery of the residential subdivision. The property is within an area that has easy access to an existing commercial node, as well as the transportation networks connecting to the rest of the City and a major Provincial corridor. Existing municipal services are available on Roland Road and Raymond Street and will be extended to service the development. The Temiskaming Transit route runs along this corridor and four stops currently being located within a 1km walking distance of the subject property, with one of these stops being located directly in front of the subject property on Raymond Street.

#### 1.4 *Housing*

1.4.3 *Planning authorities shall provide for an appropriate range and mix of housing types and densities to meet projected requirements of current and future residents of the regional market area by:*

- a) *establishing and implementing minimum targets for the provision of housing which is affordable to low and moderate income households. However, where planning is conducted by an upper-tier municipality, the upper-tier municipality in consultation with the lower-tier municipalities may identify a higher target(s) which shall represent the minimum target(s) for these lower-tier municipalities;*
- b) *permitting and facilitating:*
  1. *all forms of housing required to meet the social, health and well-being requirements of current and future residents, including special needs requirements; and*
  2. *all forms of residential intensification, including second units, and redevelopment in accordance with policy 1.1.3.3;*
- c) *directing the development of new housing towards locations where appropriate levels of infrastructure and public service facilities are or will be available to support current and projected needs;*
- d) *promoting densities for new housing which efficiently use land, resources, infrastructure and public service facilities, and support the use of active transportation and transit in areas where it exists or is to be developed; and*
- e) *establishing development standards for residential intensification, redevelopment and new residential development which minimize the cost of housing and facilitate compact form, while maintaining appropriate levels of public health and safety.*

Dymond Township is comprised primarily of single-detached dwellings, and the proposed development will contribute to the mix of housing forms and density within this area. The property is located at the periphery of the developed residential node, which is a less intrusive way to add density to an area without compromising the character of the existing neighbourhood. Municipal infrastructure is available in this area, and although

upgrading of the existing water service is required, extension of municipal services to an unserved area is not required. The upgrading project will also address an existing issue in the system and accommodate additional developments serviced by the same system.

2.0 *Wise Use and Management of Resources*

2.1 *Natural Heritage*

2.1.7 *Development and site alteration shall not be permitted in habitat of endangered species and threatened species, except in accordance with provincial and federal requirements.*

Through preconsultation with the Ministry of Natural Resources and Forestry (MNRF) on a previous development proposal for the subject property it was indicated that because the City actively maintains the property there was no need to complete a bobolink presence/absence survey for the subject land.

Based on the above information it is my opinion that the proposed development demonstrates consistency with the Provincial Policy Statement (2014).

**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 the proposal does not conflict with any of the Growth Plan policies.

**City of Temiskaming Shores Official Plan**

The property is designated Mixed Use Areas in the City of Temiskaming Shores Official Plan.

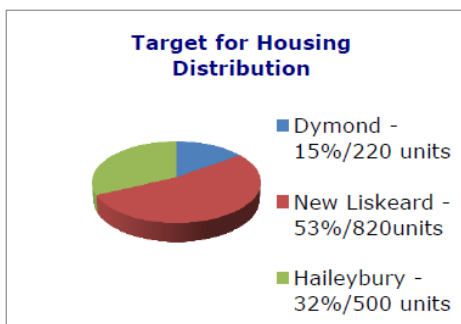
3. *Housing and Growth Management*

3.3 *Objectives*

*To facilitate measures for residential intensification.*

3.5 *Targets*

*The intent of the Official Plan is to provide an adequate supply of land to accommodate an appropriate range and mix of employment opportunities, and a range of housing types and densities designed to meet the City's population, housing and employment projections. The following targets and range of permitted uses are illustrated as part [of] the policy direction of the Plan:*



Location	Target for Housing Densities		
	Low	Medium	High
New Liskeard	70-80%	5-10%	15-20%
Dymond	80-90%	10-20%	0%
Haileybury	70-80%	5-10%	15-20%

Range of Housing Types Permitted:
Low Density
<ul style="list-style-type: none"> <li>• Single detached</li> <li>• 2-unit (duplex, semi-detached)</li> </ul>
Medium Density
<ul style="list-style-type: none"> <li>• Tri-plex and 3 unit or more converted dwellings</li> <li>• Town houses</li> <li>• 4 or more multiple unit dwellings</li> </ul>
High Density
<ul style="list-style-type: none"> <li>• Apartments</li> </ul>

The property is located in Dymond Township which is an area that has been identified for medium density residential development, but includes a 0% target for high density residential development. The proposed development exceeds this target, and expands higher density development into Dymond Township where residential development has traditionally taken the form of single detached dwellings. The property is located at

the periphery of a developed residential subdivision, which is generally less intrusive than locating higher density developments throughout a predominantly lower-density neighbourhood.

#### 4. Community Development

##### 4.7 Mixed Use Areas

- 4.7.2 *Mixed-Use Areas may include a mix of industrial, commercial and institutional uses, associated accessory uses and public service facilities and residential uses compatible with a Mixed-Use Area.*
- 4.7.3 *All uses will be appropriately zoned. All land uses in a Mixed-Use Area will be subject to site plan control (see Section 15.15).*
- 4.7.5 *Development will be subject to the urban design principles of this Plan (see Section 4.9) and residential uses shall be integrated to avoid or mitigate adverse effects from non-residential land uses through such techniques as:*
- a. Appropriate separation distances;*
  - b. Buffering and screening using landscaping, fencing intervening buildings, parking areas and amenity areas;*
  - c. Noise attenuation;*
  - d. Dust and air quality measures;*
  - e. Designing mixed-use areas to be transit, pedestrian and cycling friendly;*
  - f. Designing Mixed-Use Areas to retain and enhance features of the natural environment wherever feasible.*

The property is located on the periphery of an established residential neighbourhood, in close proximity to a developed commercial strip. Adjacent properties to the south, east, and west are developed residential properties. The property to the north is owned by the City of Temiskaming Shores and contains the Dymond reservoir. The Temiskaming Transit route runs past the property along Raymond Street and there is a stop located on the road allowance directly in front of the subject property. Additional requirements can be addressed through site plan control.

Based on the above information it is my opinion that the proposed development demonstrates consistency with the City of Temiskaming Shores Official Plan.

#### **City of Temiskaming Shores Zoning By-law**

The property is currently zoned Low Density Residential (R2) in the City of Temiskaming Shores Zoning By-law. The purpose of the amendment is rezone the property to High Density Residential Exception (R4-#) to permit the development of three townhouses each containing six units, as well as a building containing a rental office and amenities for the residents.

#### **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:

##### **Director of Public Works**

- ✓ *The subject land is located in the former Township of Dymond fronting Raymond Street and can be serviced by municipal water and sanitary services located within the street easement on either Raymond Street or Roland Road. The City is aware of potential issues regarding water pressure and volume and are currently working on plans to address those potential concerns.*
- ✓ *The subject lands can be accessed directly off of Roland Road or Raymond Street via Drive-In Theatre Road or Highway 11 North. There are no concrete sidewalks or curb & gutter present and roadway drainage is by localized storm sewer system which drains along Raymond Street and outlets into the ravine to the north of the property near the intersection at Crystal Crescent. Based on proposed development of the property, servicing of the property would be required from the existing mains to property line.*

- ✓ *Street lights currently exist in this area and were upgraded to LED fixtures approximately three years ago.*
- ✓ *MTO review of storm water management plans may be required.*
- ✓ *Both an Entrance Permit and Municipal Services Permit will be required from the City of Temiskaming Shores.*
- ✓ *The Public Works Department has no objections to this application.*

**Chief Building Official** – *The Building Dept has no objections to the proposal.*

**Fire Chief** – *I have no objections to this application.*

**Director of Recreation** – *I have no concerns in relation to Recreation Services.*

**Director of Corporate Services** – *No comments received.*

**City Manager** – *I have no concerns.*

**Clerk** – *The Clerk's Office has no objections to Zoning By-law Amendment ZBA-2019-02.*

**Economic Development and Funding Application Coordinator** – *Great project. Look forward to seeking it completed!*

**Tax Collector / Treasurer** – *I have no concerns with this application.*

### **Ministry of Transportation:**

*Thank you for the opportunity to provide comments on the below. The following should be noted in the decision and the proponent made aware:*

*The Ministry of Transportation (MTO) has no objection to the proposal. As the property is within the MTO permit control area MTO permits will be required. A MTO building/land use permit is required prior to the construction of any proposed buildings, septic systems, wells etc. located within 45m of the MTO right-of-way (ROW) limits or within a 395m radius of intersections along Highway 11. MTO Sign permit(s) are required for the placement of any signs within 400 m of the limit of the highway. Prior to this issuance of MTO permits Stormwater Management plan will be required for MTO review and approval. Additional information can be obtained online at <http://www.mto.gov.on.ca/english/publications/drainage/stormwater/>.*

*After consideration, and as the property was considered in the Grant Drive Traffic Study, a Traffic Study or Statement will not be required at this time. However, as the traffic volumes from the development are a contributor to the instillation of the highway improvements recommended in the Grant Drive Traffic Study, the city may wish to consider having the proponent shoulder an appropriate share of cost of improvements.*

### **Public Comments:**

- Norm Campbell, address not provided – Mr. Campbell attended the public meeting and questioned the availability of parking.

**Planning Department response:** The proposal includes a private driveway for each unit with a garage attached to the house. The draft site plan also shows an area of parking on the north end of the property and a small number of parking spaces adjacent to the rental office/amenities building.

- Dan Dawson, address not provided – Mr. Dawson attended the public meeting and noted that it is his understanding that there is already a water issue in the Dymond subdivision and funds have been allocated in the budget to upgrade the system. He indicated that this is the fourth large development proposal in this area and is concerned that the upgraded system will not be able to handle all of the development.

**Planning Department response:** The City has included the engineering costs of the water system upgrade in the 2019 budget and has applied for funding to complete the work in 2020. All developers are aware that finalization of their projects is contingent upon the upgrading of the water system in the area and are moving forward with their developments.

- Pierre Rivard on behalf of Rivard Bros. Ltd., 248 Shepherdson Road – Mr. Rivard attended the public meeting and noted that he and his brothers had been working with City staff regarding Rivard Bros Ltd.

potential purchase of the property since December, 2018. Mr. Rivard noted various meetings, emails, phone calls, and timelines regarding their interest in acquiring the property and noted that all communication had been flowing through City staff, as it has since they have been conducting business with the City. Mr. Rivard asked if the current purchaser had gone through the proper channels with the City, and wants to understand why, after following the proper procedure, they are being penalized by the City's acceptance of another offer.

**Planning Department response:** This a land acquisition process concern and is not directly related to the proposed Zoning By-law amendment.

- Deb Murray, address not provided – attended the public meeting and offered congratulations to people that build things in the community. Advocated for a previous development proposal on the subject property, but sees that project has moved forward in another location. Ms. Murray noted that the applicant indicated that the target market for these units is seniors and she hopes that the rental rates are reasonable.
- John and Silvia Bos, address not provided (sent by email) – provided written comments that they prefer the zoning of the properties to remain as low density residential (R2) so single family houses would be built which would fit in with the surrounding family housing.

**Planning Department response:** Rationale supporting the proposed amendment is provided previously in this report.

- Roger and Gisele Jacques, address not provided (sent by email) – provided written comments indicating that they are concerned about the difference in elevation between Raymond Street and Highway 11 and the impact the development will have on drainage, as well as questions regarding whether or not a fence has been discussed.

**Planning Department response:** Grading and drainage of the property will be addressed through the site plan control process. The installation of a fence can also be discussed through the site plan control process.

### **Recommendation**

Based on the information presented in this report, 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 City of Temiskaming Shores Official Plan; and represents good planning.

**It is therefore recommended that Council approve the Zoning By-law Amendment application.**

Respectfully submitted,

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Jennifer Pye, MCIP, RPP  
Planner

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**Application for Zoning By-law Amendment  
Under Section 34 of the Planning Act**

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**Fee for 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, as well as information required by the City of Temiskaming Shores to assist in the assessment of the proposal.

In addition to completing this form, the Applicant is required to submit the 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.**

**OFFICE USE ONLY**

File No.: ZBA-2019-02

Date Received: June 25, 2019

Roll No.: 5418-020-002-04302/03/04(part)

**1. Owner Information**

Name of Owner: RK Breau Holdings Inc (or subsidiary)  
Mailing Address: 93 Zetta Court, New Liskeard, ON POJ 1P0  
Email Address: rkbreau 1 960@9mail.com Phone: 705 648-5360

If more than one registered owner, please provide information below (attach separate sheet if necessary):

Name of Owner: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Email Address: \_\_\_\_\_ Phone: \_\_\_\_\_

**2. Applicant/Agent Information (if applicant is not the owner or applicant is an agent acting on behalf of the owner):**

Name of Agent: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Email Address: \_\_\_\_\_ Phone: \_\_\_\_\_

**3. Please specify to whom all communications should be sent:**

Owner     Applicant/Agent

**4. Property Information**

a. Location of the subject land:

Dymond     New Liskeard     Haileybury

Municipal Address
Legal Description (concession and lot numbers, reference plan and lot/part numbers) Dymond concession 4 south part of lot 9, RP 54R-1380 Part 2, RP 54R-6002 Parts 1-5, Parcel 18914SST; and Plan M275T Lot 1 and part of Lot 2, parcel 19134SST

b. Date the subject land was acquired by the current owner: N/A

c. Names and addresses of the holders of any mortgages, charges, or other encumbrances of the subject land:

d. Are there any easements or restrictive covenants affecting the subject land?

Yes     No

If yes, describe the easement or covenant and its effect:

Easement on exterior side of proposed land parcel (Raymond Rd)

e. Dimensions of subject land:

Lot Area: 2.15 acres Road Frontage: 125m (Raymond) 27m (Roland)  
 Water Frontage: age Lot Depth: 125m

f. Existing use(s) of the subject land (check all that apply):

- Residential                       Commercial                       Industrial  
 Institutional                       Agricultural                       Vacant  
 Mixed Use (specify): \_\_\_\_\_  
 Other (specify): \_\_\_\_\_

g. Length of time the existing uses of the subject land have continued: N/A

h. Are there any buildings or structures existing on the subject land?

- Yes       No

If yes, complete the table below (attach a separate sheet if necessary):

	Building 1	Building 2	Building 3	Building 4	Building 5
Type or use of building					
Height of building (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 <sup>2</sup> )					
Date constructed					
Is building to remain or be removed?					

i. Has the subject land ever been used for commercial or industrial purposes?

- Yes       No

If yes, has a Record of Site Condition ever been completed in accordance with Ontario Regulation 153/04?

- Yes       No



j. Existing use(s) of abutting properties:

North: Municipal water reservoir East: Roadway  
 South: Roadway West: Residential/ Commercial

k. Are any of the following uses or features on the subject land or within 500m (unless otherwise specified)?

Use or Feature	On the subject land	Within 500 metres of subject land (indicate approximate distance)
An agricultural operation including livestock or stockyard	<input type="checkbox"/>	<input 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 checked="" type="checkbox"/> 100m _____
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 (specify)	<input type="checkbox"/>	<input checked="" type="checkbox"/> Adjacent _____
An active railway line	<input type="checkbox"/>	<input type="checkbox"/> _____
Utility corridor(s)	<input type="checkbox"/>	<input checked="" type="checkbox"/> Water reservoir _____
Provincial Highway	NA	<input checked="" type="checkbox"/> Hwy 11 _____

5. Planning Information

a. Current Official Plan Designation(s): Mixed Use Areas

b. Explain how the application conforms with the Official Plan:

Higher density residential uses are permitted in the Mixed Use Areas designation. The property is located in a predominantly residential neighbourhood and will be a higher density residential use in a primarily low density area

c. Current Zoning: Low Density Residential (R2)

d. Nature and extent of the rezoning being requested:

Rezone property to High Density Residential Exception (R4-#) to permit the construction of three residential buildings each containing six units for a total of 18 units, as well as a rental office/amenities building.

e. Reason why rezoning is being requested:

Permit the development of multi-unit residential buildings containing rental units as well as a rental office/amenities building on the property.

f. 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:

g. Is the subject land within an area where zoning with conditions may apply?

Yes  No

If yes, explain how the application conforms to the Official Policies related to zoning with conditions:

h. Does the application propose to change the boundary of a settlement area or establish a new area of settlement?

Yes  No

If yes, provide details of the current Official Plan policies or Official Plan Amendment dealing with the alteration or establishment of an area of settlement:

i. Does the application propose to remove land from an area of employment?

Yes  No

If yes, provide details of the current Official Plan policies or Official Plan Amendment dealing with the removal of land from an area of employment:

**6. Proposed Use of Property**

a. Proposed use(s) of the subject land (check all that apply):

- Residential                       Commercial                       Industrial  
 Institutional                       Agricultural                       Vacant  
 Mixed Use (specify): \_\_\_\_\_  
 Other (specify): Multi-unit buildings on single level

b. Are any buildings proposed to be constructed on the property?

Yes  No

If yes, complete the table below (attach a separate sheet if necessary):

	Building 1	Building 2	Building 3	Building 4	Building 5
Type or use of building	Multi-unit (6)	Multi-unit (6)	Office & Storage	Multi -unit (6)	
Height of building (m)	6m	6m	6m	6m	
Setback from front lot line (m)	6m	60m	6m	48m	
Setback from rear lot line (m)	62m	7.5m	98m	20m	
Setback from side lot line one side (m)	6m	6m	40m	40m	
Setback from side lot line other side (m)	32m	46m	6m	12m	
Setback from shoreline (m)	N/A	N/A	N/A	N/A	
Dimensions (m) or floor area (m <sup>2</sup> )	765 SM	765 SM	100 SM	765 SM	

**7. Access and Servicing**

a. What type of access is proposed for the subject land?

- |   |                                       |
|---|---------------------------------------|
| <input type="checkbox"/> Provincial Highway                             | <input type="checkbox"/> Private Road |
| <input checked="" type="checkbox"/> Municipal Road, maintained all year | <input type="checkbox"/> Right-of-Way |
| <input type="checkbox"/> Municipal Road, maintained seasonally          | <input type="checkbox"/> Water Access |
| <input type="checkbox"/> Other (specify): _____                         |                                       |

i. If access to the subject land will be by water only, describe the docking and parking facilities to be used and the approximate distance to these facilities from the subject land and the nearest public road:

b. What type of water supply is proposed for the subject land?

- Publicly owned and operated piped water supply (City water)
- Privately owned and operated individual well
- Privately owned and operated communal well
- Lake or other water body
- Water service not proposed
- Other (specify): \_\_\_\_\_

c. What type of sewage disposal is 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): \_\_\_\_\_

i. If the proposed amendment would permit development on a privately owned and operated individual or communal septic system, and more than 4,500 litres of effluent would be produced per day as a result of the development being completed, a servicing options report and a hydrogeological report prepared by a qualified professional are required to be submitted:

- Title and date of servicing options report: \_\_\_\_\_
- Title and date of hydrogeological report: \_\_\_\_\_

d. What type of storm drainage is proposed for the subject land?

Storm sewer

Ditches

Swales

Other (specify): Existing drainage (Roland), Storm sewer (Raymond), natural drainage (West)

**8. Previous Applications**

Has the subject land ever been the subject of any of the following applications under the Planning Act (if the answer to any of the following is yes, please provide the file number and status of the application if known):

Unknown

Official Plan Amendment  Yes  No File No.: \_\_\_\_\_ Status: \_\_\_\_\_

Zoning By-law Amendment  Yes  No File No.: \_\_\_\_\_ Status: \_\_\_\_\_

Minor Variance  Yes  No File No.: \_\_\_\_\_ Status: \_\_\_\_\_

Plan of Subdivision  Yes  No File No.: \_\_\_\_\_ Status: \_\_\_\_\_

Consent  Yes  No File No.: \_\_\_\_\_ Status: \_\_\_\_\_

Site Plan Control  Yes  No File No.: \_\_\_\_\_ Status: \_\_\_\_\_

Minister's Zoning Order  Yes  No File No.: \_\_\_\_\_ Status: \_\_\_\_\_

**9. Concurrent Applications**

Is the subject land currently the subject of any of the following applications under the Planning Act (if the answer to any of the following is yes, please provide the file number and status of the application if known):

Official Plan Amendment  Yes  No File No.: \_\_\_\_\_ Status: \_\_\_\_\_

Zoning By-law Amendment  Yes  No File No.: \_\_\_\_\_ Status: \_\_\_\_\_

Minor Variance  Yes  No File No.: \_\_\_\_\_ Status: \_\_\_\_\_

Plan of Subdivision  Yes  No File No.: \_\_\_\_\_ Status: \_\_\_\_\_

Consent  Yes  No File No.: \_\_\_\_\_ Status: \_\_\_\_\_

Site Plan Control  Yes  No File No.: \_\_\_\_\_ Status: \_\_\_\_\_

**10. Provincial Policies**

a. Is the proposed zoning by-law amendment consistent with the policy statements issued under subsection 3(1) of the Planning Act?

Yes  No

i. If yes, explain how the zoning by-law amendment is consistent with the policy statements issued under subsection 3(1) of the Planning Act:

The proposed development includes higher density housing in a traditionally low-density neighbourhood, contributing to a range of housing options in the community. The property is located within a developed area and existing municipal infrastructure is available to service the development.

b. Is the subject land within an area of land designated under any provincial plan or plans?

Yes     No

i. If yes, explain how the zoning by-law amendment conforms or does not conflict with the provincial plan or plans:

Amendment does not conflict with the Growth Plan for Northern Ontario

**11. Public Consultation Strategy**

Detail the proposed strategy for consulting with the public with respect to the application:

Follow Planning Act requirements

Other (please specify):

**12. 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):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### 13. Sketch

The application shall be accompanied by a site plan showing the following information:

- The boundaries of the subject land;
- The location, size and type of all existing and proposed buildings and structures on the subject land, indicating their distance from the front lot line, rear lot line and side 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, etc.) that:
  - Are located on the subject land and on land that is adjacent to the subject land, and
  - In the applicant's opinion, may affect the application;
- The current uses of land that is adjacent to the subject land;
- 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 docking facilities to be used;
- The location and nature of any easement affecting the subject land.

**14. Applicant/Agent Authorization**

If the applicant is not the owner of the land that is the subject of this application, the written authorization of the owner that the applicant is authorized to make the application must be included with this form or the authorization set out below must be completed.

I/We, \_\_\_\_\_ are the registered owners of the subject land and I/we hereby authorize \_\_\_\_\_ 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.

Date: \_\_\_\_\_ Owner's Signature: \_\_\_\_\_

Date: \_\_\_\_\_ Owner's Signature: \_\_\_\_\_

**15. 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.

  
\_\_\_\_\_  
*Applicant Initial*

\_\_\_\_\_  
*Applicant Initial*

**16. Notice re: Use and Disclosure of Personal Information**

In accordance with the Planning Act and the Municipal Freedom of Information and Protection of Privacy Act, I/We acknowledge and understand that any information collected on this form and any supplemental information submitted as part of this application can be disclosed to any person or public body.

  
\_\_\_\_\_  
*Applicant Initial*

\_\_\_\_\_  
*Applicant Initial*

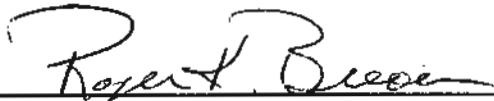


**17. Declaration of Applicant**

- ✓ If the application is being submitted by the property owner and there is more than one registered owner, each owner must complete a separate declaration.
- ✓ If the application is being submitted by the property owner and the owner is a firm or corporation the person signing this declaration shall state that he/she has authority to bind the corporation or affix the corporate seal.
- ✓ This declaration must be completed in front of a Commissioner for Taking Affidavits.

I, Roger K. Breau of the City of 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.

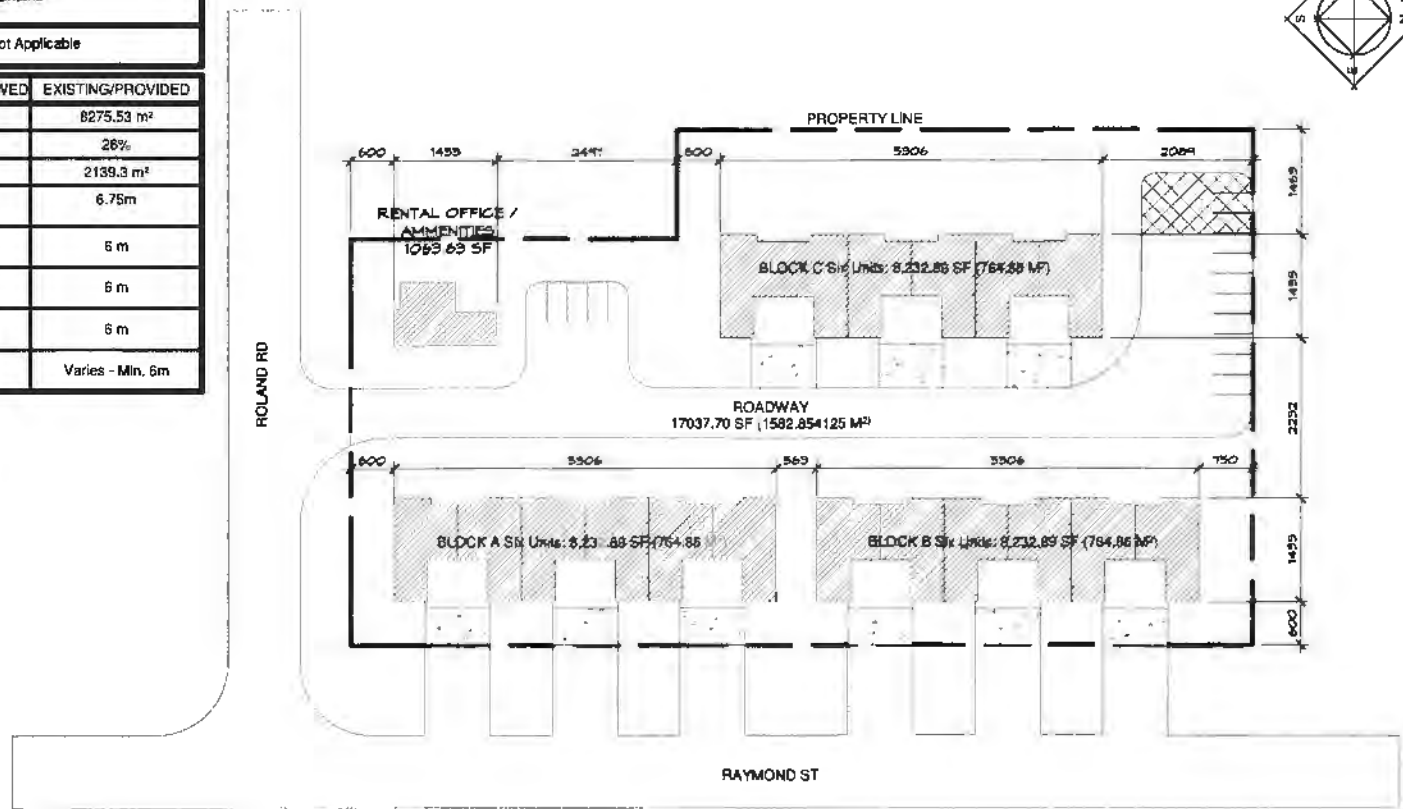
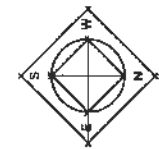
Sworn (or declared) before me  
at the Town of New Liskeard  
in the Province of Ontario  
this 25<sup>th</sup> day of June, 20 19

  
\_\_\_\_\_  
Signature of Applicant

  
\_\_\_\_\_  
A Commissioner for Taking Affidavits

**PAUL CROMBEEN**  
Temiskaming Shores, ON  
Solicitor

Site Statistics		
Address: Dymond, Ontario		
Zoning:		
LEGAL DESCRIPTION:	Not Applicable	
ZONING	REQUIRED/ALLOWED	EXISTING/PROVIDED
MIN. LOT AREA:	200 m <sup>2</sup>	8275.53 m <sup>2</sup>
MAX. LOT COVERAGE	40%	28%
BUILDING AREA:	N/A	2139.3 m <sup>2</sup>
MAX. BUILDING HEIGHT:	11 m	6.75m
FRONT YARD DEPTH (East):	6 m	6 m
SIDE YARD DEPTH (North):	5 m	6 m
SIDE YARD DEPTH (South):	5 m	6 m
REAR YARD DEPTH (West):	6 m	Varies - Min. 6m



## Proposed Site Plan



360 ARCHITECTURE

London, Ontario

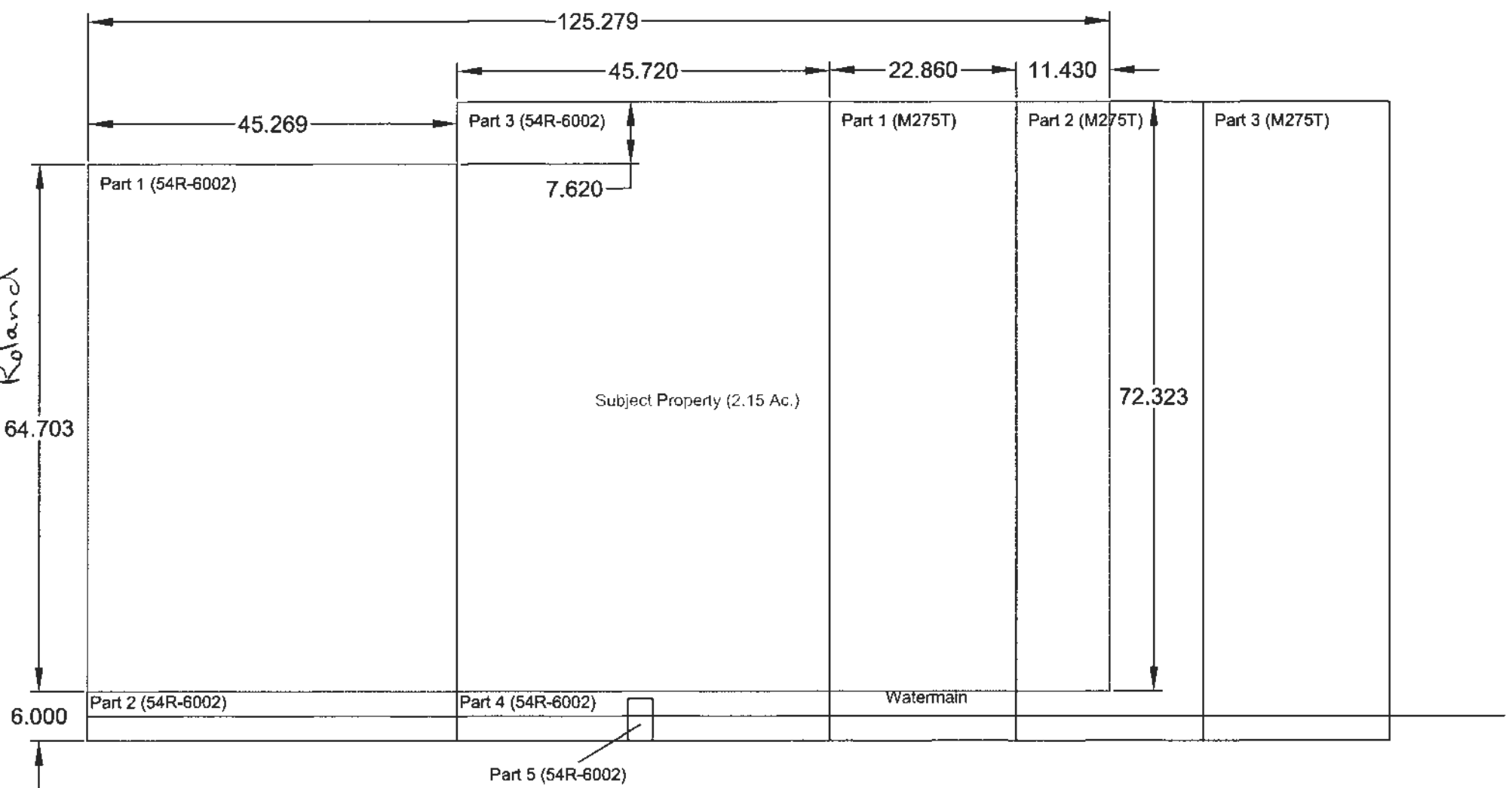
Raymond Street Development

Dymond, Ontario

Mr. Roger Breau

DEC 2018

*Roland*



*Raymond*



Similar in style.



## 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 City of Temiskaming Shores Zoning By-law:

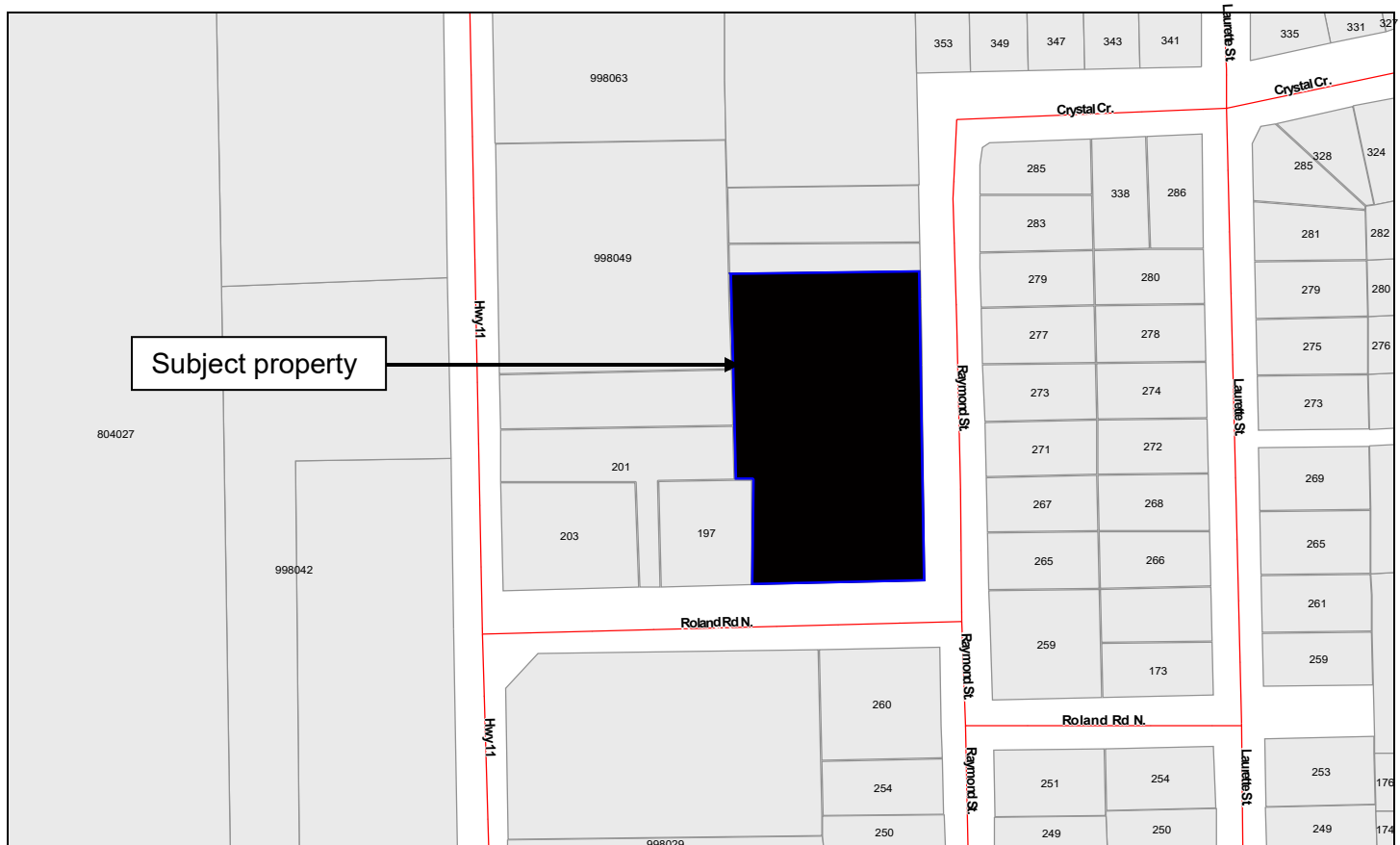
**File #:** ZBA-2019-02  
**Agent:** RK Breau Holdings Inc.  
**Owner:** The Corporation of the City of Temiskaming Shores  
**Property:** Northwest Corner of Roland Road and Raymond Street; Plan M-275T Lot 1 and part of Lot 2 and RP 54R-6002 Parts 1 and 3

**A public hearing** will be held to consider the Zoning By-law Amendment application:

**Date:** Tuesday, August 13, 2019  
**Time:** 6:00 p.m.  
**Place:** Council Chambers at City Hall, 325 Farr Drive, Haileybury

**The application proposes to rezone the subject land from Low Density Residential (R2) to High Density Residential Exception (R4-#)** to permit the construction of three single-storey residential buildings on the property each containing six dwelling units, as well as a rental/amenities building. Additional site-specific exceptions may be required. Mr. Breau has submitted an offer to purchase the subject land from the City.

The property is designated Mixed Use Areas in the City of Temiskaming Shores Official Plan.



**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 City prior to the hearing.

If you are receiving this notice as the owner of a multi-unit residential building, please post this notice in a location that is visible to all of the residents.

If you wish to be notified of the decision of the City of Temiskaming Shores on the proposed Zoning By-law Amendment, you must make a written request to the City of Temiskaming Shores at the address below.

If a person or public body would otherwise have an ability to appeal the decision of the Council of the City of Temiskaming Shores to the Local Planning Appeal Tribunal but the 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.

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 Local Planning Appeal Tribunal unless, in the opinion of the Tribunal, 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 24<sup>th</sup> day of July, 2019.

Jennifer Pye, MCIP, RPP  
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

August 7, 2019

City of Temiskaming Shores  
325 Farr Drive  
Haileybury On  
POJ 1K0

Re: File # ZBA-2019-02

Att: Jennifer Pye, MCIP, RPP

Dear Ms. Pye,

I wish to express my concern on the proposed changes and eventual development on the said property. There is quite a slope or 'grade' of approximately 8 to 10 feet from Raymond Street to Hwy 11 (that's 600 feet).

My main concern is proper drainage on the site and improvement on the existing ditch that is now filled with trees and bushes. Public works were made aware of this problem last winter when I spoke to them.

I would like to know what will be done in that respect in order to minimize the risk of being flooded. Also was a fence ever discussed?

Note that I would like to be notified of the decision of the city regarding this proposed amendment.

Sincerely,



Roger and Gisele Jacques

## Dave Treen

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**From:** John Bos <johnbos@parolink.net>  
**Sent:** Wednesday, July 31, 2019 10:14 AM  
**To:** Jennifer Pye  
**Subject:** Zoning bylaw file # ZBA-2019-02

To Jennifer Pye

This is in regards to the zoning of northwest corner of Roland Road and Raymond street; plan M-275T. We prefer the zoning of the properties to remain as low density residential (R2), so that single family houses would be built which would fit in with the surrounding family housing.

Please keep us informed.

Thank you John and Silvia Bos



The Corporation of the City of Temiskaming Shores

By-law No. 2019-000

**Being a by-law to enact a Zoning by-law Amendment to rezone property from Low Density Residential (R2) to High Density Residential Exception 18 (R4-18) in the City of Temiskaming Shores Zoning By-law 2017-154 Dymond Concession 4, South Part of Lot 9; Plan M275T Lot 1 and part of Lot 2; RP 54R-6002 Parts 1 and Roll Nos. 5418-020-002-143.02, 5418-020-002-143.03, 5418-020-002-143.04**

**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. 2017-154 regulates the use of land and the use and erection of buildings and structures within the City of Temiskaming Shores;

**And whereas** Council considered Administrative Report No. CGP-047-2019 at the Regular Council meeting held on September 3, 2019 and directed staff to prepare the necessary by-law to amend the City of Temiskaming Shores Zoning By-law No. 2017-154 to change the zoning on the property from Low Density Residential (R2) to High Density Residential Exception 18 (R4-18);

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

**1. Schedule Changes**

- a) Schedule "C3" of By-law No. 2017-154 is hereby amended by rezoning Dymond Concession 4, South Part of Lot 9; Plan M275T Lot 1 and Part of Lot 2; RP 54R-6002 Parts 1 and 3, as shown on Schedule "1" to this By-law, from the Low Density Residential (R2) Zone to the High Density Residential Exception 18 (R4-18) Zone.

**2. Text Changes**

- a) Table 6.1 is amended to permit, in the R4-18 Zone, three Dwelling, Street Townhouse buildings on the property with a combined total of eighteen dwelling units.
- b) Table 6.2 is amended to permit, in the R4-18 Zone, a building containing a rental office and amenities that can be considered generally incidental and accessory to the main residential use of the property.

3. That all other provisions of By-law No. 2017-154 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 3<sup>rd</sup> day of September, 2019.

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Mayor – Carman Kidd

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Clerk – David B. Treen

# Schedule "1" to By-law 2019-000

## City of Temiskaming Shores



Rezoned from Highway Commercial (C2) to High Density Residential (R4)

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

Finance Department Contact:  
Laura-Lee MacLeod, Treasurer

30-Aug-19

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

	2019 YTD			%
	Actual	Total Budget	Variance B/(W)	
<b>CAPITAL</b>				
<b>Revenues</b>				
Capital - General	674.3	4,598.8	(3,924.5)	-85.3%
Capital - Environmental	0.0	442.5	(442.5)	-100.0%
<b>Total Revenues</b>	<b>674.3</b>	<b>5,041.3</b>	<b>(4,367.0)</b>	<b>-86.6%</b>
<b>Expenditures</b>				
Capital - General	1,226.3	4,598.8	3,372.5	73.3%
Capital - Environmental	85.5	442.5	357.0	80.7%
<b>Total Expenditures</b>	<b>1,311.8</b>	<b>5,041.3</b>	<b>3,729.5</b>	<b>74.0%</b>
<b>Net Position Capital</b>	<b>(637.5)</b>	<b>0.0</b>	<b>637.5</b>	<b>0.0%</b>

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

Department	Project	2019			%	G	Y	R
		Actual	Budget	Variance B/(W)				
<b>REVENUES:</b>	Transfer from Operations		974.2	(974.2)				
	Transfer from Reserves		298.4	(298.4)				
	Financing - fleet	422.0	1,022.0	(600.0)				
	Financing - NL Library		1,700.0	(1,700.0)				
	Federal Gas Tax		601.9	(601.9)				
	Provincial Funding	212.5	0.0	212.5				
	Partnership - Splashpad	39.8	1.0	38.8				
	Partnership - Others		1.3	(1.3)				
<b>Total Revenues</b>		<b>674.3</b>	<b>4,598.8</b>	<b>(3,924.5)</b>				
<b>EXPENDITURES:</b>								
<b>Corporate Services:</b>	Backup Storage	6.5	6.6	0.1	100%	X		
	Zero Turn Lawnmowers (2 - Cemetery)	8.4	12.0	3.6	100%	X		
<b>FEMS:</b>	Therman Imaging System	3.7	8.5	4.8	100%	X		
	Rescue Equipment	19.7	24.6	4.9	100%	X		
<b>Public Works:</b>	2019 Roads Program		600.0	600.0	100%	X		
	Golf Course Road Bridge		650.0	650.0	65%	X		
	Whitewood Avenue Pedestrian Crossing	15.9	40.0	24.1	50%	X		
	Shovel Ready Projects Design		75.0	75.0				
<b>Solid Waste:</b>	Landfill Expansion (EA, ECA & Design)	24.4	55.0	30.6	25%	X		
	Landfill Expansion (engineering & tender)		75.0	75.0				
<b>Property Mtnce:</b>	NL Community Hall Accessibilitiy Engineering	14.5	26.1	11.6	50%	X		
	NL Arena Upgrades	22.2	45.0	22.8	40%	X		
	PFC Upgrades	32.7	29.5	-3.2	25%	X		
	NL Library Relocation	75.5	1,700.0	1,624.5	30%	X		
	Hlby Medical Centre Upgrades	52.2	53.0	0.8	100%	X		
<b>Fleet:</b>	Pumper/Tanker	426.7	426.5	-0.2	100%	X		
	Plow Truck	258.9	300.0	41.1	100%	X		
	Grader	233.6	300.0	66.4	100%	X		
	1/2 Ton Pick Up		35.0	35.0	75%	X		
	3/4 Ton Pick Up		38.0	38.0	75%	X		
<b>Recreation:</b>	Recreation Master Plan		40.0	40.0	25%	X		
	Zero Turn Lawnmower	18.2	20.0	1.8	100%	X		
	Glycol Looper NL Arena Compressor	4.6	15.0	10.4	50%	X		
	Haileybury Beach Mechanical Room		15.0	15.0				
	Floor Machine NL Arena	6.7	8.0	1.3	100%	X		
	Splashpad	1.9	1.0	-0.9		X		
<b>Total Expenditures</b>		<b>1,226.3</b>	<b>4,598.8</b>	<b>3,372.5</b>				

## 2.4

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

	2019		
	Actual	Budget	Variance B/(W)
<b>REVENUES:</b>			
Transfer from Operations		442.5	(442.5)
<b>Total Revenues</b>	<b>0.0</b>	<b>442.5</b>	<b>(442.5)</b>
<b>EXPENDITURES:</b>			
Hlby WTP Sedimentation Tank Rebuild	27.3	250.0	222.7
Dymond Looping Phase 2&3	21.1	70.0	48.9
Hlby WWTP Digester Rehabilitation	30.1	115.0	84.9
Auto Greaser for Vacuum Truck	7.0	7.5	0.5
<b>Total Expenditures</b>	<b>85.5</b>	<b>442.5</b>	<b>357.0</b>

DEBENTURE BY-LAW – SERIAL– QUARTERLY

Single Tier

**THE CORPORATION OF THE CITY OF TEMISKAMING SHORES**

**BY-LAW NUMBER 2019-133**

**A BY-LAW OF THE CORPORATION OF THE CITY OF TEMISKAMING SHORES TO AUTHORIZE THE BORROWING UPON SERIAL DEBENTURES IN THE PRINCIPAL AMOUNT OF \$492,521.05 TOWARDS THE COST OF FLEET REPLACEMENT**

WHEREAS subsection 401 (1) of the *Municipal Act, 2001*, as amended (the “**Act**”) provides that a municipality may incur a debt for municipal purposes, whether by borrowing money or in any other way, and may issue debentures and prescribed financial instruments and enter prescribed financial agreements for or in relation to the debt;

AND WHEREAS subsection 408 (2.1) of the Act provides that a municipality may issue a debenture or other financial instrument for long-term borrowing only to provide financing for a capital work;

AND WHEREAS the Council of The Corporation of The City of Temiskaming Shores (the “**Municipality**”) has passed the By-law(s) enumerated in column (1) of Schedule “A” attached hereto and forming part of this By-law authorizing the capital work(s) described in column (2) of Schedule “A” (the “**Capital Work(s)**”), and authorizing the entering into of a Financing Agreement dated effective as of June 13, 2019 for the provision of temporary and long-term borrowing from Ontario Infrastructure and Lands Corporation (“**OILC**”) in respect of the Capital Work(s) (the “**Financing Agreement**”) and the Municipality entered into a Financing Agreement dated effective as of June 13, 2019 for the provision of long-term borrowing from Ontario Infrastructure and Lands Corporation (“**OILC**”) in respect of the Capital Work(s) (the “**Financing Agreement**”) and desires to issue debentures for the Capital Work(s) in the amount(s) specified in column (5) of Schedule “A”;

AND WHEREAS before authorizing the Capital Work(s) and before authorizing any additional cost amount and any additional debenture authority in respect thereof (if any) the Council of the Municipality had its Treasurer calculate an updated limit in respect of its most recent annual debt and financial obligation limit received from the Ministry of Municipal Affairs and Housing in accordance with the applicable regulation and, prior to the Council of the Municipality authorizing the Capital Work(s), each such additional cost amount and each such additional debenture authority (if any), the Treasurer determined that the estimated annual amount payable in respect of the Capital Work(s), each such additional cost amount and each such additional debenture authority (if any), would not cause the Municipality to exceed the updated limit and that the approval of the Capital Work(s), each such additional cost amount and each such additional debenture authority (if any), by the Local Planning Appeal Tribunal pursuant to such regulation was not required;



AND WHEREAS the Municipality has submitted an application to OILC for long-term borrowing through the issue of debentures to OILC in respect of the Capital Work(s) (the “**Application**”) and the Application has been approved;

AND WHEREAS to provide long-term financing for the Capital Work(s) and to repay certain temporary advances in respect of the Capital Work(s) made by OILC pursuant to the Financing Agreement (if any), it is now deemed to be expedient to borrow money by the issue of serial debentures in the principal amount of \$492,521.05 dated September 16, 2019 and maturing on September 16, 2029, and payable in quarterly instalments of combined principal and interest on the sixteenth day of December, the sixteenth day of March, the sixteenth day of June, and the sixteenth day of September in each of the 2019 to 2029, both inclusive on the terms hereinafter set forth;

NOW THEREFORE THE COUNCIL OF The Corporation of The City of Temiskaming Shores ENACTS AS FOLLOWS:

1. The submitting of the Application and the execution and delivery of the Financing Agreement by the Municipality are hereby confirmed, ratified and approved. For the Capital Work(s), the borrowing upon the credit of the Municipality at large of the principal amount of \$492,521.05 and the issue of serial debentures therefor to be repaid in quarterly instalments of combined of principal and interest as hereinafter set forth, are hereby authorized.
2. The Mayor and the Treasurer of the Municipality are hereby authorized to cause any number of serial debentures to be issued for such amounts of money as may be required for the Capital Work(s) in definitive form, not exceeding in total the said aggregate principal amount of \$492,521.05 (the “**Debentures**”). The Debentures shall bear the Municipality’s municipal seal and the signatures of Mayor and the Treasurer of the Municipality, all in accordance with the provisions of the Act. The municipal seal of the Municipality and the signatures referred to in this section may be printed, lithographed, engraved or otherwise mechanically reproduced. The Debentures are sufficiently signed if they bear the required signatures and each person signing has the authority to do so on the date he or she signs.
3. The Debentures shall be in fully registered form as one or more certificates in the aggregate principal amount of \$492,521.05, in the name of OILC, or as OILC may otherwise direct, substantially in the form attached as Schedule “B” hereto and forming part of this By-law with provision for payment of principal and interest (other than in respect of the final payment of principal and outstanding interest on maturity upon presentation and surrender) by pre-authorized debit in respect of such principal and interest to the credit of such registered holder on such terms as to which the registered holder and the Municipality may agree.
4. In accordance with the provisions of section 25 of the *Ontario Infrastructure and Lands Corporation Act, 2011*, as amended from time to time hereafter, the Municipality is hereby authorized to agree in writing with OILC that the Minister of Finance is entitled, without notice to the Municipality, to deduct from money appropriated by the Legislative Assembly of Ontario for payment to the Municipality,

amounts not exceeding any amounts that the Municipality fails to pay OILC on account of any unpaid indebtedness of the Municipality to OILC under the Debentures and to pay such amounts to OILC from the Consolidated Revenue Fund.

5. The Debentures shall all be dated September 16, 2019, and as to both principal and interest shall be expressed and be payable in lawful money of Canada. The Debentures shall bear interest at the rate of 2.17% per annum and mature during a period of 10 year(s) years from the date thereof payable quarterly in arrears as described in this section. The Debentures shall be paid in full by September 16, 2029 and be payable in quarterly instalments of combined equal principal and diminishing interest amounts on the sixteenth day of December, the sixteenth day of March, the sixteenth day of June, and the sixteenth day of September in each of the years 2019 to 2029, both inclusive, save and except for the last instalment of principal which may vary slightly from the preceding equal instalments, as set forth in Schedule "C" attached hereto and forming part of this By-law ("**Schedule "C"**").
6. Payments in respect of principal of and interest on the Debentures shall be made only on a day, other than Saturday or Sunday, on which banking institutions in Toronto, Ontario, Canada and the Municipality are not authorized or obligated by law or executive order to be closed (a "**Business Day**") and if any date for payment is not a Business Day, payment shall be made on the next following Business Day.
7. Interest shall be payable to the date of maturity of the Debentures and on default shall be payable on any overdue amounts both before and after default and judgment at a rate per annum equal to the greater of the rate specified on the Schedule as attached to and forming part of the Debentures for such amounts plus 200 basis points or Prime Rate (as defined below) plus 200 basis points, calculated on a daily basis from the date such amounts become overdue for so long as such amounts remain overdue and the Municipality shall pay to the registered holders any and all costs incurred by the registered holders as a result of the overdue payment. Any amounts payable by the Municipality as interest on overdue principal or interest and all costs incurred by the registered holders as a result of the overdue payment in respect of the Debentures shall be paid out of current revenue. Whenever it is necessary to compute any amount of interest in respect of the Debentures for a period of less than one full year, other than with respect to regular quarterly interest payments, such interest shall be calculated on the basis of the actual number of days in the period and a year of 365 days or 366 days as appropriate.

**"Prime Rate"** means, on any day, the annual rate of interest which is the arithmetic mean of the prime rates announced from time to time by the following five major Canadian Schedule I banks, as of the issue date of the Debentures: Royal Bank of Canada; Canadian Imperial Bank of Commerce; The Bank of Nova Scotia; Bank of Montreal; and The Toronto-Dominion Bank (the "**Reference Banks**") as their reference rates in effect on such day for Canadian dollar commercial loans made in Canada. If fewer than five of the Reference Banks quote a prime rate on such days, the "**Prime Rate**" shall be the arithmetic mean of the rates quoted by those Reference Banks.

8. In each year in which a payment of quarterly instalments of combined equal principal and diminishing interest amounts becomes due in respect of the Capital Work(s) including the last 'non-equal' instalment of principal, there shall be raised as part of the Municipality's general levy the amounts of principal and interest payable by the Municipality in each year as set out in Schedule "C" to the extent that the amounts have not been provided for by any other available source including other taxes or fees or charges imposed on persons or property by a by-law of any municipality.
9. The Debentures may contain any provision for their registration thereof authorized by any statute relating to municipal debentures in force at the time of the issue thereof.
10. The Municipality shall maintain a registry in respect of the Debentures in which shall be recorded the names and the addresses of the registered holders and particulars of the Debentures held by them respectively and in which particulars of the cancellations, exchanges, substitutions and transfers of Debentures, may be recorded and the Municipality is authorized to use electronic, magnetic or other media for records of or related to the Debentures or for copies of them.
11. The Municipality shall not be bound to see to the execution of any trust affecting the ownership of any Debenture or be affected by notice of any equity that may be subsisting in respect thereof. The Municipality shall deem and treat registered holders of the Debentures as the absolute owners thereof for all purposes whatsoever notwithstanding any notice to the contrary and all payments to or to the order of registered holders shall be valid and effectual to discharge the liability of the Municipality on the Debentures to the extent of the amount or amounts so paid. When a Debenture is registered in more than one name, the principal of and interest from time to time payable on such Debenture shall be paid to or to the order of all the joint registered holders thereof, failing written instructions to the contrary from all such joint registered holders, and such payment shall constitute a valid discharge to the Municipality. In the case of the death of one or more joint registered holders, despite the foregoing provisions of this section, the principal of and interest on any Debentures registered in their names may be paid to the survivor or survivors of such holders and such payment shall constitute a valid discharge to the Municipality.
12. The Debentures will be transferable or exchangeable at the office of the Treasurer of the Municipality upon presentation for such purpose accompanied by an instrument of transfer or exchange in a form approved by the Municipality and which form is in accordance with the prevailing Canadian transfer legislation and practices, executed by the registered holder thereof or such holder's duly authorized attorney or legal personal representative, whereupon and upon registration of such transfer or exchange and cancellation of the Debenture or Debentures presented, the Mayor and the Treasurer shall issue and deliver a new Debenture or Debentures of an equal aggregate principal amount in any authorized denomination or denominations as directed by the transferor, in the case of a transfer or as directed by the registered holder in the case of an exchange.
13. The Mayor and the Treasurer shall issue and deliver new Debentures in exchange or substitution for Debentures outstanding on the registry with the same maturity and of

like form which have become mutilated, defaced, lost, subject to a mysterious or unexplainable disappearance, stolen or destroyed, provided that the applicant therefor shall have: (a) paid such costs as may have been incurred in connection therewith; (b) (in the case when a Debenture is mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed) furnished the Municipality with such evidence (including evidence as to the certificate number of the Debenture in question) and an indemnity in respect thereof satisfactory to the Municipality in its discretion; and (c) surrendered to the Municipality any mutilated or defaced Debentures in respect of which new Debentures are to be issued in substitution.

14. The Debentures issued upon any registration of transfer or exchange or in substitution for any Debentures or part thereof shall carry all the rights to interest if any, accrued and unpaid which were carried by such Debentures or part thereof and shall be so dated and shall bear the same maturity date and, subject to the provisions of this By-law, shall be subject to the same terms and conditions as the Debentures in respect of which the transfer, exchange or substitution is effected.
15. The cost of all transfers and exchanges, including the printing of authorized denominations of the new Debentures, shall be borne by the Municipality. When any of the Debentures are surrendered for transfer or exchange the Treasurer of the Municipality shall: (a) in the case of an exchange, cancel and destroy the Debentures surrendered for exchange; (b) in the case of an exchange, certify the cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debenture or Debentures issued in exchange; and (d) in the case of a transfer, enter in the registry particulars of the registered holder as directed by the transferor.
16. Reasonable fees in respect of the Debentures, in the normal course of business, other than reasonable fees for the substitution of a new Debenture or new Debentures for any of the Debentures that are mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed and for the replacement of any of the principal and interest cheques (if any) that are mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed may be imposed by the Municipality. When new Debentures are issued in substitution in these circumstances the Municipality shall: (a) treat as cancelled and destroyed the Debentures in respect of which new Debentures will be issued in substitution; (b) certify the deemed cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debentures issued in substitution; and (d) make a notation of any indemnities provided.
17. Except as otherwise expressly provided herein, any notice required to be given to a registered holder of one or more of the Debentures will be sufficiently given if a copy of such notice is mailed or otherwise delivered to the registered address of such registered holder in accordance with the provisions of the Financing Agreement.
18. The Mayor and the Treasurer are hereby authorized to cause the Debentures to be issued, one or more of the Clerk and Treasurer are hereby authorized to generally do all things and to execute all other documents and other papers in the name of the Municipality in order to carry out the issue of the Debentures and the Treasurer is

authorized to affix the Municipality's municipal seal to any of such documents and papers.

19. The money received by the Municipality from the sale of the Debentures to OILC, including any premium, and any earnings derived from the investment of that money, after providing for the expenses related to their issue, if any, shall be apportioned and applied to the Capital Work(s) and to no other purpose except as permitted by the Act.
20. Subject to the Municipality's investment policies and goals, the applicable legislation and the terms and conditions of the Debentures, the Municipality may, if not in default under the Debentures, at any time purchase any of the Debentures in the open market or by tender or by private contract at any price and on such terms and conditions (including, without limitation, the manner by which any tender offer may be communicated or accepted and the persons to whom it may be addressed) as the Municipality may in its discretion determine.
21. This By-law takes effect on the day of passing.

By-law read a first and second time this 3rd day of September, 2019.

By-law read a third time and finally passed this 3rd day of September, 2019.

---

Carman Kidd  
Mayor

---

David B. Treen  
Clerk

**THE CORPORATION OF THE CITY OF TEMISKAMING SHORES**

**Schedule "A" to By-law Number 2019-133**

<b>(1)</b>	<b>(2)</b>	<b>(3)</b>	<b>(4)</b>	<b>(5)</b>	<b>(6)</b>
<b>By-law</b>	<b>Project Description</b>	<b>Approved Amount to be Financed Through the Issue of Debentures</b>	<b>Amount of Debentures Previously Issued</b>	<b>Amount of Debentures to be Issued</b>	<b>Term of Years of Debentures</b>
2019-072	Fleet Replacement	\$600,000.00	\$0.00	\$492,521.05	10 years

Schedule "B" to By-law Number 2019-133

No. 2019-133

\$492,521.05

CANADA  
Province of Ontario

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES

FULLY REGISTERED 2.17% SERIAL DEBENTURE

The Corporation of The City of Temiskaming Shores (the "Municipality"), for value received, hereby promises to pay to

ONTARIO INFRASTRUCTURE AND LANDS CORPORATION ("OILC")

or registered assigns, subject to the Conditions attached hereto which form part hereof (the "Conditions"), upon presentation and surrender of this debenture (or as otherwise agreed to by the Municipality and OILC) by the maturity date of this debenture (September 16, 2029), the principal amount of

FOUR HUNDRED NINETY TWO THOUSAND FIVE HUNDRED TWENTY ONE DOLLARS AND FIVE CENTS

----- (\$492,521.05) -----

by quarterly instalments of combined equal principal and diminishing interest amounts on the sixteenth day of December, the sixteenth day of March, the sixteenth day of June, and the sixteenth day of September in each of the years 2019 to 2029, both inclusive, save and except for the last instalment of principal which may vary slightly from the preceding equal instalments, in the amounts set forth in the attached Serial Debenture Schedule (the "Amortization Schedule") and subject to late payment interest charges pursuant to the Conditions, in lawful money of Canada. Subject to the Conditions: interest shall be paid until the maturity date of this debenture, in like money in quarterly payments from the closing date (September 16, 2019), or from the last date on which interest has been paid on this debenture, whichever is later, at the rate of 2.17% per annum, in arrears, on the specified dates, as set forth in the Amortization Schedule; and interest shall be paid on default at the applicable rate set out in the Amortization Schedule both before and after default and judgment. The payments of principal and interest and the outstanding amount of principal in each year are shown in the Amortization Schedule.

The Municipality, pursuant to section 25 of the Ontario Infrastructure and Lands Corporation Act, 2011 (the "OILC Act, 2011") hereby irrevocably agrees that the Minister of Finance is entitled, without notice to the Municipality, to deduct from money appropriated by the Legislative Assembly of Ontario for payment to the Municipality, amounts not exceeding any amounts that the Municipality fails to pay OILC on account of any unpaid indebtedness under this debenture, and to pay such amounts to OILC from the Consolidated Revenue Fund.

This debenture is subject to the Conditions.

DATED at The Corporation of The City of Temiskaming Shores as at the 16th day of September, 2019.

IN TESTIMONY WHEREOF and under the authority of By-law Number 2019-133 of the Municipality duly passed on the 3rd day of September, 2019 (the "By-law"), this debenture is sealed with the municipal seal of the Municipality and signed by the Mayor and by the Treasurer thereof.

Date of Registration: September 16, 2019

\_\_\_\_\_  
Carman Kidd, Mayor

(Seal)

\_\_\_\_\_  
Laura Lee MacLeod, Treasurer

OILC hereby agrees that the Minister of Finance is entitled to exercise certain rights of deduction pursuant to section 25 of the OILC Act, 2011 as described in this debenture.

Ontario Infrastructure and Lands Corporation

by: \_\_\_\_\_  
Authorized Signing Officer

by: \_\_\_\_\_  
Authorized Signing Officer



## LEGAL OPINION

We have examined the By-law of the Municipality authorizing the issue of serial debentures in the principal amount of \$492,521.05 dated September 16, 2019 and maturing on September 16, 2029 in quarterly instalments of combined equal principal and diminishing interest amounts on the sixteenth day of December, the sixteenth day of March, the sixteenth day of June, and the sixteenth day of September in each of the years 2019 to 2029, both inclusive, save and except for the last instalment of principal which may vary slightly from the preceding equal instalments as set out in Schedule "C" to the By-law.

In our opinion, the By-law has been properly passed and is within the legal powers of the Municipality. The debenture issued under the By-law in the within form (the "**Debenture**") is the direct, general, unsecured and unsubordinated obligation of the Municipality. The Debenture is enforceable against the Municipality subject to the special jurisdiction and powers of the Local Planning Appeal Tribunal over defaulting municipalities under the *Municipal Affairs Act*. This opinion is subject to and incorporates all the assumptions, qualifications and limitations set out in our opinion letter.

September 16, 2019

Kemp Pirie Crombeen Barristers, Solicitors & Notaries [no signature required]

## CONDITIONS OF THE DEBENTURE

### Form, Denomination, and Ranking of the Debenture

1. The debentures issued pursuant to the By-law (collectively the “**Debentures**” and individually a “**Debenture**”) are issuable as fully registered Debentures without coupons.
2. The Debentures are direct, general, unsecured and unsubordinated obligations of the Municipality. The Debentures rank concurrently and equally in respect of payment of principal and interest with all other debentures of the Municipality except for the availability of money in a sinking or retirement fund for a particular issue of debentures.
3. This Debenture is one fully registered Debenture registered in the name of OILC and held by OILC.

### Registration

4. The Municipality shall maintain at its designated office a registry in respect of the Debentures in which shall be recorded the names and the addresses of the registered holders and particulars of the Debentures held by them respectively and in which particulars of cancellations, exchanges, substitutions and transfers of Debentures, may be recorded and the Municipality is authorized to use electronic, magnetic or other media for records of or related to the Debentures or for copies of them.

### Title

5. The Municipality shall not be bound to see to the execution of any trust affecting the ownership of any Debenture or be affected by notice of any equity that may be subsisting in respect thereof. The Municipality shall deem and treat registered holders of Debentures, including this Debenture, as the absolute owners thereof for all purposes whatsoever notwithstanding any notice to the contrary and all payments to or to the order of registered holders shall be valid and effectual to discharge the liability of the Municipality on the Debentures to the extent of the amount or amounts so paid. Where a Debenture is registered in more than one name, the principal of and interest from time to time payable on such Debenture shall be paid to or to the order of all the joint registered holders thereof, failing written instructions to the contrary from all such joint registered holders, and such payment shall constitute a valid discharge to the Municipality. In the case of the death of one or more joint registered holders, despite the foregoing provisions of this section, the principal of and interest on any Debentures registered in their names may be paid to the survivor or survivors of such holders and such payment shall constitute a valid discharge to the Municipality.

### Payments of Principal and Interest

6. The record date for purposes of payment of principal of and interest on the Debentures is as of 5:00 p.m. on the sixteenth calendar day preceding any Payment Date including

the maturity date. Principal of and interest on the Debentures are payable by the Municipality to the persons registered as holders in the registry on the relevant record date. The Municipality shall not be required to register any transfer, exchange or substitution of Debentures during the period from any record date to the corresponding Payment Date.

7. The Municipality shall make all payments in respect of quarterly instalments of combined equal principal and diminishing interest amounts on the Debentures on the Payment Dates commencing on December 16, 2019 and ending on September 16, 2029, as set out in Schedule "C" to the By-law, by pre-authorized debit in respect of such interest and principal to the credit of the registered holder on such terms as the Municipality and the registered holder may agree.
8. The Municipality shall pay to the registered holder interest on any overdue amount of principal or interest in respect of any Debenture, both before and after default and judgment, at a rate per annum equal to the greater of the rate specified on the Schedule as attached to and forming part of the Debenture for such amount plus 200 basis points or Prime Rate (as defined below) plus 200 basis points, calculated on a daily basis from the date such amount becomes overdue for so long as such amount remains overdue and the Municipality shall pay to the registered holder any and all costs incurred by the registered holder as a result of the overdue payment.
9. Whenever it is necessary to compute any amount of interest in respect of the Debentures for a period of less than one full year, other than with respect to regular quarterly interest payments, such interest shall be calculated on the basis of the actual number of days in the period and a year of 365 days or 366 days as appropriate.
10. Payments in respect of principal of and interest on the Debentures shall be made only on a day, other than Saturday or Sunday, on which banking institutions in Toronto, Ontario, Canada and the Municipality are not authorized or obligated by law or executive order to be closed (a "**Business Day**"), and if any date for payment is not a Business Day, payment shall be made on the next following Business Day as noted on the Amortization Schedule.
11. The Debentures are transferable or exchangeable at the office of the Treasurer of the Municipality upon presentation for such purpose accompanied by an instrument of transfer or exchange in a form approved by the Municipality and which form is in accordance with the prevailing Canadian transfer legislation and practices, executed by the registered holder thereof or such holder's duly authorized attorney or legal personal representative, whereupon and upon registration of such transfer or exchange and cancellation of the Debenture or Debentures presented, a new Debenture or Debentures of an equal aggregate principal amount in any authorized denomination or denominations will be delivered as directed by the transferor, in the case of a transfer or as directed by the registered holder in the case of an exchange.
12. The Municipality shall issue and deliver Debentures in exchange for or in substitution for Debentures outstanding on the registry with the same maturity and of like form in the event of a mutilation, defacement, loss, mysterious or unexplainable disappearance,

theft or destruction, provided that the applicant therefor shall have: (a) paid such costs as may have been incurred in connection therewith; (b) (in the case of a mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed Debenture) furnished the Municipality with such evidence (including evidence as to the certificate number of the Debenture in question) and an indemnity in respect thereof satisfactory to the Municipality in its discretion; and (c) surrendered to the Municipality any mutilated or defaced Debentures in respect of which new Debentures are to be issued in substitution.

13. The Debentures issued upon any registration of transfer or exchange or in substitution for any Debentures or part thereof shall carry all the rights to interest if any, accrued and unpaid which were carried by such Debentures or part thereof and shall be so dated and shall bear the same maturity date and, subject to the provisions of the By-law, shall be subject to the same terms and conditions as the Debentures in respect of which the transfer, exchange or substitution is effected.
14. The cost of all transfers and exchanges, including the printing of authorized denominations of the new Debentures, shall be borne by the Municipality. When any of the Debentures are surrendered for transfer or exchange the Treasurer of the Municipality shall: (a) in the case of an exchange, cancel and destroy the Debentures surrendered for exchange; (b) in the case of an exchange, certify the cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debenture or Debentures issued in exchange; and (d) in the case of a transfer, enter in the registry particulars of the registered holder as directed by the transferor.
15. Reasonable fees for the substitution of a new Debenture or new Debentures for any of the Debentures that are mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed and for the replacement of mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed principal and interest cheques (if any) may be imposed by the Municipality. When new Debentures are issued in substitution in these circumstances the Municipality shall: (a) treat as cancelled and destroyed the Debentures in respect of which new Debentures will be issued in substitution; (b) certify the deemed cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debentures issued in substitution; and (d) make a notation of any indemnities provided.
16. If OILC elects to terminate its obligations under the financing agreement entered into between the Municipality and OILC, pursuant to which the Debentures are issued, the Municipality shall pay to OILC the Make-Whole Amount on account of the losses that it will incur as a result of the early repayment or early termination.

## **Notices**

17. Except as otherwise expressly provided herein, any notice required to be given to a registered holder of one or more of the Debentures will be sufficiently given if a copy of such notice is mailed or otherwise delivered to the registered address of such registered holder. If the Municipality or any registered holder is required to give any notice in

connection with the Debentures on or before any day and that day is not a Business Day (as defined in section 10 of these Conditions) then such notice may be given on the next following Business Day.

### Time

18. Unless otherwise expressly provided herein, any reference herein to a time shall be considered to be a reference to Toronto time.

### Governing Law

19. The Debentures are governed by and shall be construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in Ontario.

### Definitions:

- (a) **"Prime Rate"** means, on any day, the annual rate of interest which is the arithmetic mean of the prime rates announced from time to time by the following five major Canadian Schedule I banks, as of the issue date of this Debenture: Royal Bank of Canada; Canadian Imperial Bank of Commerce; The Bank of Nova Scotia; Bank of Montreal; and The Toronto-Dominion Bank (the **"Reference Banks"**) as their reference rates in effect on such day for Canadian dollar commercial loans made in Canada. If fewer than five of the Reference Banks quote a prime rate on such days, the **"Prime Rate"** shall be the arithmetic mean of the rates quoted by those Reference Banks.
- (b) **"Make-Whole Amount"** means the amount determined by OILC as of the date of prepayment of the Debenture, by which (i) the present value of the remaining future scheduled payments of principal and interest under the Debenture to be repaid from the prepayment date until maturity of the Debenture discounted at the Ontario Yield exceeds (ii) the principal amount under the Debenture being repaid provided that the Make-Whole Amount shall never be less than zero.
- (c) **"Ontario Yield"** means the yield to maturity on the date of prepayment of the Debenture, assuming quarterly compounding, which a non-prepayable term loan made by the Province of Ontario would have if advanced on the date of prepayment of the Debenture, assuming the same principal amount as the Debenture and with a maturity date which is the same as the remaining term to maturity of the Debenture to be repaid minus 100 basis points.

**THE CORPORATION OF THE CITY OF TEMISKAMING SHORES**

**Schedule "C" to By-law Number 2019-133**

Loan Amortization Schedule

Loan.....: 2146

Name.....: Temiskaming Shores, The Corporation of The City of

Principal: 492,521.05

Rate.....: 02.1700

Term.....: 120

Matures...: 09/16/2029

Pay # Date            Amount Due    Principal Due    Interest Due    Rem. Principal

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1	12/16/2019	14,977.64	12,313.03	2,664.61	480,208.02
2	03/16/2020	14,911.02	12,313.03	2,597.99	467,894.99
3	06/16/2020	14,872.22	12,313.03	2,559.19	455,581.96
4	09/16/2020	14,804.88	12,313.03	2,491.85	443,268.93
5	12/16/2020	14,711.18	12,313.03	2,398.15	430,955.90
6	03/16/2021	14,618.94	12,313.03	2,305.91	418,642.87
7	06/16/2021	14,602.83	12,313.03	2,289.80	406,329.84
8	09/16/2021	14,535.49	12,313.03	2,222.46	394,016.81
9	12/16/2021	14,444.71	12,313.03	2,131.68	381,703.78
10	03/16/2022	14,355.41	12,313.03	2,042.38	369,390.75
11	06/16/2022	14,333.45	12,313.03	2,020.42	357,077.72
12	09/16/2022	14,266.10	12,313.03	1,953.07	344,764.69
13	12/16/2022	14,178.25	12,313.03	1,865.22	332,451.66
14	03/16/2023	14,091.87	12,313.03	1,778.84	320,138.63
15	06/16/2023	14,064.06	12,313.03	1,751.03	307,825.60
16	09/16/2023	13,996.71	12,313.03	1,683.68	295,512.57

17	12/16/2023	13,911.79	12,313.03	1,598.76	283,199.54
18	03/16/2024	13,845.18	12,313.03	1,532.15	270,886.51
19	06/16/2024	13,794.67	12,313.03	1,481.64	258,573.48
20	09/16/2024	13,727.32	12,313.03	1,414.29	246,260.45
21	12/16/2024	13,645.33	12,313.03	1,332.30	233,947.42
22	03/16/2025	13,564.81	12,313.03	1,251.78	221,634.39
23	06/16/2025	13,525.28	12,313.03	1,212.25	209,321.36
24	09/16/2025	13,457.93	12,313.03	1,144.90	197,008.33
25	12/16/2025	13,378.87	12,313.03	1,065.84	184,695.30
26	03/16/2026	13,301.28	12,313.03	988.25	172,382.27
27	06/16/2026	13,255.89	12,313.03	942.86	160,069.24
28	09/16/2026	13,188.54	12,313.03	875.51	147,756.21
29	12/16/2026	13,112.41	12,313.03	799.38	135,443.18
30	03/16/2027	13,037.74	12,313.03	724.71	123,130.15
31	06/16/2027	12,986.50	12,313.03	673.47	110,817.12
32	09/16/2027	12,919.15	12,313.03	606.12	98,504.09
33	12/16/2027	12,845.95	12,313.03	532.92	86,191.06
34	03/16/2028	12,779.34	12,313.03	466.31	73,878.03
35	06/16/2028	12,717.11	12,313.03	404.08	61,565.00
36	09/16/2028	12,649.77	12,313.03	336.74	49,251.97
37	12/16/2028	12,579.49	12,313.03	266.46	36,938.94
38	03/16/2029	12,510.68	12,313.03	197.65	24,625.91
39	06/16/2029	12,447.72	12,313.03	134.69	12,312.88
40	09/16/2029	12,380.23	12,312.88	67.35	0.00

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547,327.74    492,521.05    54,806.69

No. 2019-133

\$492,521.05

C A N A D A  
Province of Ontario

**THE CORPORATION OF THE CITY OF TEMISKAMING SHORES**

FULLY REGISTERED 2.17% SERIAL DEBENTURE

The Corporation of The City of Temiskaming Shores (the "**Municipality**"), for value received, hereby promises to pay to

ONTARIO INFRASTRUCTURE AND LANDS CORPORATION ("**OILC**")

or registered assigns, subject to the Conditions attached hereto which form part hereof (the "**Conditions**"), upon presentation and surrender of this debenture (or as otherwise agreed to by the Municipality and OILC) by the maturity date of this debenture (September 16, 2029), the principal amount of

FOUR HUNDRED NINETY TWO THOUSAND FIVE HUNDRED TWENTY ONE DOLLARS  
AND FIVE CENTS

----- (\$492,521.05) -----

by quarterly instalments of combined equal principal and diminishing interest amounts on the sixteenth day of December, the sixteenth day of March, the sixteenth day of June, and the sixteenth day of September in each of the years 2019 to 2029, both inclusive, save and except for the last instalment of principal which may vary slightly from the preceding equal instalments, in the amounts set forth in the attached Serial Debenture Schedule (the "**Amortization Schedule**") and subject to late payment interest charges pursuant to the Conditions, in lawful money of Canada. Subject to the Conditions: interest shall be paid until the maturity date of this debenture, in like money in quarterly payments from the closing date (September 16, 2019), or from the last date on which interest has been paid on this debenture, whichever is later, at the rate of 2.17% per annum, in arrears, on the specified dates, as set forth in the Amortization Schedule; and interest shall be paid on default at the applicable rate set out in the Amortization Schedule both before and after default and judgment. The payments of principal and interest and the outstanding amount of principal in each year are shown in the Amortization Schedule.

The Municipality, pursuant to section 25 of the *Ontario Infrastructure and Lands Corporation Act, 2011* (the "**OILC Act, 2011**") hereby irrevocably agrees that the Minister of Finance is entitled, without notice to the Municipality, to deduct from money appropriated by the Legislative Assembly of Ontario for payment to the Municipality, amounts not exceeding any amounts that the Municipality fails to pay OILC on account of any unpaid indebtedness under this debenture, and to pay such amounts to OILC from the Consolidated Revenue Fund.

This debenture is subject to the Conditions.

DATED at The Corporation of The City of Temiskaming Shores as at the 16th day of September, 2019.

IN TESTIMONY WHEREOF and under the authority of By-law Number 2019-133 of the Municipality duly passed on the 3rd day of September, 2019 (the "**By-law**"), this debenture is sealed with the municipal seal of the Municipality and signed by the Mayor and by the Treasurer thereof.

Date of Registration: September 16, 2019

\_\_\_\_\_  
Carman Kidd, Mayor

(Seal)

\_\_\_\_\_  
Laura Lee MacLeod, Treasurer



OILC hereby agrees that the Minister of Finance is entitled to exercise certain rights of deduction pursuant to section 25 of the OILC Act, 2011 as described in this debenture.

Ontario Infrastructure and Lands Corporation

by: \_\_\_\_\_  
Authorized Signing Officer

by: \_\_\_\_\_  
Authorized Signing Officer

## LEGAL OPINION

We have examined the By-law of the Municipality authorizing the issue of serial debentures in the principal amount of \$492,521.05 dated September 16, 2019 and maturing on September 16, 2029 in quarterly instalments of combined equal principal and diminishing interest amounts on the sixteenth day of December, the sixteenth day of March, the sixteenth day of June, and the sixteenth day of September, both inclusive, save and except for the last instalment of principal which may vary slightly from the preceding equal instalments as set out in Schedule "C" to the By-law.

In our opinion, the By-law has been properly passed and is within the legal powers of the Municipality. The debenture issued under the By-law in the within form (the "**Debenture**") is the direct, general, unsecured and unsubordinated obligation of the Municipality. The Debenture is enforceable against the Municipality subject to the special jurisdiction and powers of the Local Planning Appeal Tribunal over defaulting municipalities under the *Municipal Affairs Act*. This opinion is subject to and incorporates all the assumptions, qualifications and limitations set out in our opinion letter.

September 16, 2019

Kemp Pirie Crombeen Barristers, Solicitors & Notaries [no signature required]

## CONDITIONS OF THE DEBENTURE

### Form, Denomination, and Ranking of the Debenture

1. The debentures issued pursuant to the By-law (collectively the “**Debentures**” and individually a “**Debenture**”) are issuable as fully registered Debentures without coupons.
2. The Debentures are direct, general, unsecured and unsubordinated obligations of the Municipality. The Debentures rank concurrently and equally in respect of payment of principal and interest with all other debentures of the Municipality except for the availability of money in a sinking or retirement fund for a particular issue of debentures.
3. This Debenture is one fully registered Debenture registered in the name of OILC and held by OILC.

### Registration

4. The Municipality shall maintain at its designated office a registry in respect of the Debentures in which shall be recorded the names and the addresses of the registered holders and particulars of the Debentures held by them respectively and in which particulars of cancellations, exchanges, substitutions and transfers of Debentures, may be recorded and the Municipality is authorized to use electronic, magnetic or other media for records of or related to the Debentures or for copies of them.

### Title

5. The Municipality shall not be bound to see to the execution of any trust affecting the ownership of any Debenture or be affected by notice of any equity that may be subsisting in respect thereof. The Municipality shall deem and treat registered holders of Debentures, including this Debenture, as the absolute owners thereof for all purposes whatsoever notwithstanding any notice to the contrary and all payments to or to the order of registered holders shall be valid and effectual to discharge the liability of the Municipality on the Debentures to the extent of the amount or amounts so paid. Where a Debenture is registered in more than one name, the principal of and interest from time to time payable on such Debenture shall be paid to or to the order of all the joint registered holders thereof, failing written instructions to the contrary from all such joint registered holders, and such payment shall constitute a valid discharge to the Municipality. In the case of the death of one or more joint registered holders, despite the foregoing provisions of this section, the principal of and interest on any Debentures registered in their names may be paid to the survivor or survivors of such holders and such payment shall constitute a valid discharge to the Municipality.

### Payments of Principal and Interest

6. The record date for purposes of payment of principal of and interest on the Debentures is as of 5:00 p.m. on the sixteenth calendar day preceding any Payment Date including the maturity date. Principal of and interest on the Debentures are payable by the Municipality to the persons registered as holders in the registry on the relevant record date. The Municipality shall not be required to register any transfer, exchange or substitution of Debentures during the period from any record date to the corresponding Payment Date.
7. The Municipality shall make all payments in respect of quarterly instalments of combined equal principal and diminishing interest amounts on the Debentures on the Payment Dates commencing on December 16, 2019 and ending on September 16, 2029, as set out in Schedule "C" to the By-law, by pre-authorized debit in respect of such interest and principal to the credit of the registered holder on such terms as the Municipality and the registered holder may agree.
8. The Municipality shall pay to the registered holder interest on any overdue amount of principal or interest in respect of any Debenture, both before and after default and judgment, at a rate per annum equal to the greater of the rate specified on the Schedule as attached to and forming part of the Debenture for such amount plus 200 basis points or Prime Rate (as defined below) plus 200 basis points, calculated on a daily basis from the date such amount becomes overdue for so long as such amount remains overdue and the Municipality shall pay to the registered holder any and all costs incurred by the registered holder as a result of the overdue payment.
9. Whenever it is necessary to compute any amount of interest in respect of the Debentures for a period of less than one full year, other than with respect to regular quarterly interest payments, such interest shall be calculated on the basis of the actual number of days in the period and a year of 365 days or 366 days as appropriate.
10. Payments in respect of principal of and interest on the Debentures shall be made only on a day, other than Saturday or Sunday, on which banking institutions in Toronto, Ontario, Canada and the Municipality are not authorized or obligated by law or executive order to be closed (a "**Business Day**"), and if any date for payment is not a Business Day, payment shall be made on the next following Business Day as noted on the Amortization Schedule.
11. The Debentures are transferable or exchangeable at the office of the Treasurer of the Municipality upon presentation for such purpose accompanied by an instrument of transfer or exchange in a form approved by the Municipality and which form is in accordance with the prevailing Canadian transfer legislation and practices, executed by the registered holder thereof or such holder's duly authorized attorney or legal personal representative, whereupon and upon registration of such transfer or exchange and cancellation of the Debenture or Debentures presented, a new Debenture or Debentures of an equal aggregate principal amount in any authorized denomination or denominations will be delivered as directed by the transferor, in the case of a transfer or as directed by the registered holder in the case of an exchange.

12. The Municipality shall issue and deliver Debentures in exchange for or in substitution for Debentures outstanding on the registry with the same maturity and of like form in the event of a mutilation, defacement, loss, mysterious or unexplainable disappearance, theft or destruction, provided that the applicant therefor shall have: (a) paid such costs as may have been incurred in connection therewith; (b) (in the case of a mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed Debenture) furnished the Municipality with such evidence (including evidence as to the certificate number of the Debenture in question) and an indemnity in respect thereof satisfactory to the Municipality in its discretion; and (c) surrendered to the Municipality any mutilated or defaced Debentures in respect of which new Debentures are to be issued in substitution.
13. The Debentures issued upon any registration of transfer or exchange or in substitution for any Debentures or part thereof shall carry all the rights to interest if any, accrued and unpaid which were carried by such Debentures or part thereof and shall be so dated and shall bear the same maturity date and, subject to the provisions of the By-law, shall be subject to the same terms and conditions as the Debentures in respect of which the transfer, exchange or substitution is effected.
14. The cost of all transfers and exchanges, including the printing of authorized denominations of the new Debentures, shall be borne by the Municipality. When any of the Debentures are surrendered for transfer or exchange the Treasurer of the Municipality shall: (a) in the case of an exchange, cancel and destroy the Debentures surrendered for exchange; (b) in the case of an exchange, certify the cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debenture or Debentures issued in exchange; and (d) in the case of a transfer, enter in the registry particulars of the registered holder as directed by the transferor.
15. Reasonable fees for the substitution of a new Debenture or new Debentures for any of the Debentures that are mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed and for the replacement of mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed principal and interest cheques (if any) may be imposed by the Municipality. When new Debentures are issued in substitution in these circumstances the Municipality shall: (a) treat as cancelled and destroyed the Debentures in respect of which new Debentures will be issued in substitution; (b) certify the deemed cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debentures issued in substitution; and (d) make a notation of any indemnities provided.
16. If OILC elects to terminate its obligations under the financing agreement entered into between the Municipality and OILC, pursuant to which the Debentures are issued, the Municipality shall pay to OILC the Make-Whole Amount on account of the losses that it will incur as a result of the early repayment or early termination.

## Notices

17. Except as otherwise expressly provided herein, any notice required to be given to a registered holder of one or more of the Debentures will be sufficiently given if a copy of such notice is mailed or otherwise delivered to the registered address of such registered holder. If the Municipality or any registered holder is required to give any notice in connection with the Debentures on or before any day and that day is not a Business Day (as defined in section 10 of these Conditions) then such notice may be given on the next following Business Day.

## Time

18. Unless otherwise expressly provided herein, any reference herein to a time shall be considered to be a reference to Toronto time.

## Governing Law

19. The Debentures are governed by and shall be construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in Ontario.

## Definitions:

- (a) **"Prime Rate"** means, on any day, the annual rate of interest which is the arithmetic mean of the prime rates announced from time to time by the following five major Canadian Schedule I banks, as of the issue date of this Debenture: Royal Bank of Canada; Canadian Imperial Bank of Commerce; The Bank of Nova Scotia; Bank of Montreal; and The Toronto-Dominion Bank (the **"Reference Banks"**) as their reference rates in effect on such day for Canadian dollar commercial loans made in Canada. If fewer than five of the Reference Banks quote a prime rate on such days, the **"Prime Rate"** shall be the arithmetic mean of the rates quoted by those Reference Banks.
- (b) **"Make-Whole Amount"** means the amount determined by OILC as of the date of prepayment of the Debenture, by which (i) the present value of the remaining future scheduled payments of principal and interest under the Debenture to be repaid from the prepayment date until maturity of the Debenture discounted at the Ontario Yield exceeds (ii) the principal amount under the Debenture being repaid provided that the Make-Whole Amount shall never be less than zero.
- (c) **"Ontario Yield"** means the yield to maturity on the date of prepayment of the Debenture, assuming quarterly compounding, which a non-prepayable term loan made by the Province of Ontario would have if advanced on the date of prepayment of the Debenture, assuming the same principal amount as the Debenture and with a maturity date which

is the same as the remaining term to maturity of the Debenture to be repaid minus 100 basis points.

[OILC Repayment Schedule to be Inserted]

Loan Amortization Schedule

Loan.....: 2146

Name.....: Temiskaming Shores, The Corporation of The City of

Principal: 492,521.05

Rate.....: 02.1700

Term.....: 120

Matures...: 09/16/2029

Pay #	Date	Amount Due	Principal Due	Interest Due	Rem. Principal
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1	12/16/2019	14,977.64	12,313.03	2,664.61	480,208.02
2	03/16/2020	14,911.02	12,313.03	2,597.99	467,894.99
3	06/16/2020	14,872.22	12,313.03	2,559.19	455,581.96
4	09/16/2020	14,804.88	12,313.03	2,491.85	443,268.93
5	12/16/2020	14,711.18	12,313.03	2,398.15	430,955.90
6	03/16/2021	14,618.94	12,313.03	2,305.91	418,642.87
7	06/16/2021	14,602.83	12,313.03	2,289.80	406,329.84
8	09/16/2021	14,535.49	12,313.03	2,222.46	394,016.81
9	12/16/2021	14,444.71	12,313.03	2,131.68	381,703.78
10	03/16/2022	14,355.41	12,313.03	2,042.38	369,390.75
11	06/16/2022	14,333.45	12,313.03	2,020.42	357,077.72
12	09/16/2022	14,266.10	12,313.03	1,953.07	344,764.69
13	12/16/2022	14,178.25	12,313.03	1,865.22	332,451.66
14	03/16/2023	14,091.87	12,313.03	1,778.84	320,138.63
15	06/16/2023	14,064.06	12,313.03	1,751.03	307,825.60
16	09/16/2023	13,996.71	12,313.03	1,683.68	295,512.57
17	12/16/2023	13,911.79	12,313.03	1,598.76	283,199.54



18	03/16/2024	13,845.18	12,313.03	1,532.15	270,886.51
19	06/16/2024	13,794.67	12,313.03	1,481.64	258,573.48
20	09/16/2024	13,727.32	12,313.03	1,414.29	246,260.45
21	12/16/2024	13,645.33	12,313.03	1,332.30	233,947.42
22	03/16/2025	13,564.81	12,313.03	1,251.78	221,634.39
23	06/16/2025	13,525.28	12,313.03	1,212.25	209,321.36
24	09/16/2025	13,457.93	12,313.03	1,144.90	197,008.33
25	12/16/2025	13,378.87	12,313.03	1,065.84	184,695.30
26	03/16/2026	13,301.28	12,313.03	988.25	172,382.27
27	06/16/2026	13,255.89	12,313.03	942.86	160,069.24
28	09/16/2026	13,188.54	12,313.03	875.51	147,756.21
29	12/16/2026	13,112.41	12,313.03	799.38	135,443.18
30	03/16/2027	13,037.74	12,313.03	724.71	123,130.15
31	06/16/2027	12,986.50	12,313.03	673.47	110,817.12
32	09/16/2027	12,919.15	12,313.03	606.12	98,504.09
33	12/16/2027	12,845.95	12,313.03	532.92	86,191.06
34	03/16/2028	12,779.34	12,313.03	466.31	73,878.03
35	06/16/2028	12,717.11	12,313.03	404.08	61,565.00
36	09/16/2028	12,649.77	12,313.03	336.74	49,251.97
37	12/16/2028	12,579.49	12,313.03	266.46	36,938.94
38	03/16/2029	12,510.68	12,313.03	197.65	24,625.91
39	06/16/2029	12,447.72	12,313.03	134.69	12,312.88
40	09/16/2029	12,380.23	12,312.88	67.35	0.00

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547,327.74    492,521.05    54,806.69

## CERTIFICATE OF THE CLERK

**To: Kemp Pirie Crombeen Barristers, Solicitors & Notaries**

**And To: OILC**

IN THE MATTER OF an issue of a 10 year(s), 2.17% serial debenture of The Corporation of The City of Temiskaming Shores (the "**Municipality**") in the principal amount of \$492,521.05, authorized by Debenture By-law Number 2019-133 (the "**Debenture By-law**");

AND IN THE MATTER OF authorizing by-law(s) of the Municipality enumerated in Schedule "A" to the Debenture By-law.

I, David B. Treen, Clerk of the Municipality, **DO HEREBY CERTIFY THAT:**

1. The Debenture By-law was finally passed and enacted by the Council of the Municipality on the September 03, 2019 in full compliance with the *Municipal Act, 2001*, as amended (the "**Act**") at a duly called meeting at which a quorum was present. Forthwith after the passage of the Debenture By-law, the same was signed by the Mayor and the Clerk and sealed with the municipal seal of the Municipality.
2. The authorizing by-law(s) referred to in Schedule "A" to the Debenture By-law (the "**Authorizing By-law(s)**") have been enacted and passed by the Council of the Municipality in full compliance with the Act at meeting(s) at which a quorum was present. Forthwith after the passage of the Authorizing By-law(s) the same were signed by the Mayor and by the Clerk and sealed with the municipal seal of the Municipality.
3. With respect to the undertaking of the capital work(s) described in the Debenture By-law (the "**Capital Work(s)**"), before the Council of the Municipality exercised any of its powers in respect of the Capital Work(s), and before authorizing any additional cost amount and any additional debenture authority in respect thereof (if any), the Council of the Municipality had its Treasurer complete the required calculation set out in the relevant debt and financial obligation limits regulation (the "**Regulation**"). Accordingly, based on the Treasurer's calculation and determination under the Regulation, the Council of the Municipality authorized the Capital Work(s), each such additional cost amount and each such additional debenture authority (if any), without the approval of the Local Planning Appeal Tribunal pursuant to the Regulation.
4. No application has been made or action brought to quash, set aside or declare invalid the Debenture By-law or the Authorizing By-law(s) nor have the same been in any way repealed, altered or amended, except insofar as some of the Authorizing By-law(s) may have been amended by any of the Authorizing By-law(s) set forth in Schedule "A" (if any), and the Debenture By-law and the Authorizing By-law(s) are now in full force and effect.
5. All of the recitals contained in the Debenture By-law and the Authorizing By-law(s) are true in substance and fact.

6. To the extent that the public notice provisions of the Act are applicable, the Authorizing By-law(s) and the Debenture By-law have been enacted and passed by the Council of the Municipality in full compliance with the applicable public notice provisions of the Act.

7. None of the debentures authorized to be issued by the Authorizing By-law(s) have been previously issued.

8. The Municipality is not subject to any restructuring order under part V of the Act or other statutory authority, accordingly, no approval of the Authorizing By-law(s) and of the Debenture By-law and/or of the issue of the OILC Debentures is required by any transition board or commission appointed in respect of the restructuring of the municipality.

9. The Authorizing By-law(s) and the Debenture By-law and the transactions contemplated thereby do not conflict with, or result in a breach or violation of any statutory provisions which apply to the Municipality or any agreement to which the Municipality is a party or under which the Municipality or any of its property is or may be bound, or, to the best of my knowledge, violate any order, award, judgment, determination, writ, injunction or decree applicable to the Municipality of any regulatory, administrative or other government or public body or authority, arbitrator or court.

**DATED** at The Corporation of The City of Temiskaming Shores as at the 16th day of September, 2019

[AFFIX SEAL]

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David B. Treen, Clerk

## CERTIFICATE OF THE TREASURER

**To: Kemp Pirie Crombeen Barristers, Solicitors & Notaries**

**And To: OILC**

IN THE MATTER OF an issue of a 10 year(s), 2.17% serial debenture of The Corporation of The City of Temiskaming Shores (the “**Municipality**”) in the principal amount of \$492,521.05, for Capital Work(s) of the Municipality authorized by Debenture By-law Number 2019-133 (the “**Debenture By-law**”);

AND IN THE MATTER OF authorizing by-laws of the Municipality enumerated in Schedule “A” to the Debenture By-law.

This Certificate is issued pursuant to the financing agreement between OILC and the Municipality effective the 13th day of June, 2019 (the “**Financing Agreement**”). Capitalized terms used herein and defined in the Financing Agreement have the meanings ascribed to them in the Financing Agreement.

I, Laura Lee MacLeod, Treasurer of the Municipality, **DO HEREBY CERTIFY THAT:**

1. The Municipality has received from the Ministry of Municipal Affairs and Housing its annual debt and financial obligation limit for the relevant years.
2. With respect to the undertaking of the capital work(s) described in the Debenture By-law (the “**Capital Work(s)**”), before the Council of the Municipality authorized **the** Capital Work(s), and before authorizing any additional cost amount and any additional debenture authority in respect thereof (if any), the Treasurer calculated the updated relevant debt and financial obligation limit in accordance with the applicable debt and financial obligation limits regulation (the “**Regulation**”). The Treasurer thereafter determined that the estimated annual amount payable in respect of the Capital Work(s), each such additional cost amount and each such additional debenture authority (if any), would not cause the Municipality to reach or to exceed the relevant updated debt and financial obligation limit as at the date of the Council’s approval. Based on the Treasurer’s determination, the Council of the Municipality authorized the Capital Work(s), each such additional cost amount and each such additional debenture authority (if any), without the approval of the Local Planning Appeal Tribunal pursuant to the Regulation.
3. As at the date hereof the Municipality has not reached or exceeded its updated annual debt and financial obligation limit for 2019<sup>1</sup>.

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<sup>1</sup> Year of the most recent limit (ARL) received from MMA

4. In updating the relevant debt and financial obligation limit(s), the estimated annual amounts payable described in the Regulation were determined based on current interest rates and amortization periods which do not, in any case, exceed the lifetime of any of the purposes of the Municipality described in such section, all in accordance with generally accepted accounting principles for local governments as recommended, from time to time, by the relevant Public Sector Accounting Board.
5. Any issues that were raised in any audit conducted under paragraph 16 (a) of the Financing Agreement have been resolved to the satisfaction of OILC in its sole discretion and/or OILC has not required an audit under paragraph 16 (a) of the Financing Agreement or such audit is not ongoing.
6. The term within which the debentures to be issued for the Municipality in respect of the Capital Work(s) pursuant to the Debenture By-law are made payable does not exceed the lifetime of such Capital Work(s).
7. The principal amount now being financed through the issue of debentures pursuant to the Debenture By-law in respect of the Capital Work(s) does not exceed the net cost of each such Capital Work and does not exceed the Committed Amount for such Capital Work(s).
8. Expenditures on the Capital Work(s) have been made or will be made in an amount that does not exceed the Committed Amount for such Capital Work(s), if OILC, in its sole discretion, has agreed to purchase the debentures to be issued pursuant to the Debenture By-law prior to making any Advance or prior to the expenditure of all or any portion of the Committed Amount on the Capital Work(s).
9. The money received by the Municipality from the sale of the debentures issued pursuant to the Debenture By-law, including any premium, and any earnings derived from the investment of that money after providing for the expenses related to their issue, if any, shall be apportioned and applied to the Capital Work(s), and to no other purpose except as permitted by the *Municipal Act, 2001*.
10. As of the date hereof none of the events specified in paragraph 12(c) of the Financing Agreement have occurred or are continuing.
11. On or before September 16, 2019, I as Treasurer, signed the fully registered serial debenture numbered 2019-133 in the principal amount of \$492,521.05 dated September 16, 2019, registered in the name of Ontario Infrastructure and Lands Corporation and authorized by the Debenture By-law (the "**OILC Debenture**").
12. On or before September 16, 2019, the OILC Debenture was signed by Carman Kidd, Mayor of the Municipality at the date of the execution and issue of the OILC Debenture, the OILC Debenture was sealed with the seal of the Municipality, the OILC Debenture is in all respects in accordance with the Debenture By-law and in issuing the OILC Debenture the Municipality is not exceeding its borrowing powers.
13. The said Carman Kidd, is the duly elected Mayor of the Municipality and that I am the duly appointed Treasurer of the Municipality and that we were severally authorized under the

Debenture By-law to execute the OILC Debenture in the manner aforesaid and that the OILC Debenture is entitled to full faith and credence.

14. No litigation or proceedings of any nature are now pending or threatened, attacking or in any way attempting to restrain or enjoin the issue and delivery of the OILC Debenture or in any manner questioning the proceedings and the authority under which the same is issued, or affecting the validity thereof, or contesting the title or official capacity of the said Mayor or myself as Treasurer of the Municipality, and no Mayor or proceedings for the issuance of the OILC Debenture or any part of it has been repealed, revoked or rescinded in whole or in part.

15. The representations and warranties of the Municipality set out in paragraph 2 of the Financing Agreement were true and correct as of the date of the request to purchase the debentures in respect of the Capital Work(s) pursuant to the Debenture By-law and are true and correct as of the date hereof and the Municipality is not in material default of any of its obligations under such Financing Agreement.

**DATED** at The Corporation of The City of Temiskaming Shores as at the 16th day of September, 2019.

[AFFIX SEAL]

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Laura Lee MacLeod, Treasurer

I, David B. Treen, Clerk of the Municipality do hereby certify that the signature of Laura Lee MacLeod, Treasurer of the Municipality described above, is true and genuine.

[AFFIX SEAL]

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David B. Treen, Clerk

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

**By-Law No. 2019-134**

**Being a by-law for the Assumption of a Highway for Public Use  
within the City of Temiskaming Shores – Robin Street – Fisher  
Avenue – Partridge Street – Red Fox Avenue**

**Whereas** under Section 28, of the Municipal Act, S.O. 2001, c.25, as amended, a municipality may pass by-laws in respect of a highway if it has jurisdiction over the highway;

**And whereas** Council acknowledged receipt of Administrative Report PW-025-2019 at the September 3, 2019 Regular Meeting of Council regarding the opening of *Red Fox Avenue, Partridge Street, Fisher Avenue and Robin Street* and adopted the recommendations contained in the said report;

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

**And whereas** the Council of The Corporation of the City of Temiskaming Shores deems it necessary to assume a portion of unopened road allowance on a registered plan of subdivision for public use;

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

1. That the municipality assumes an unopened road allowance for public use, more specifically described as *Red Fox Avenue, Partridge Street, Fisher Avenue and Robin Street* connecting to Peters Road.
2. That the unopened road allowances being assumed by the municipality is identified and named as *Red Fox Avenue, Partridge Street, Fisher Avenue and Robin Street* as shown on Schedule "A", hereto attached and forming part of this by-law.

**Read a first second and third time and finally passed** on this 3<sup>rd</sup> day of September, 2019.

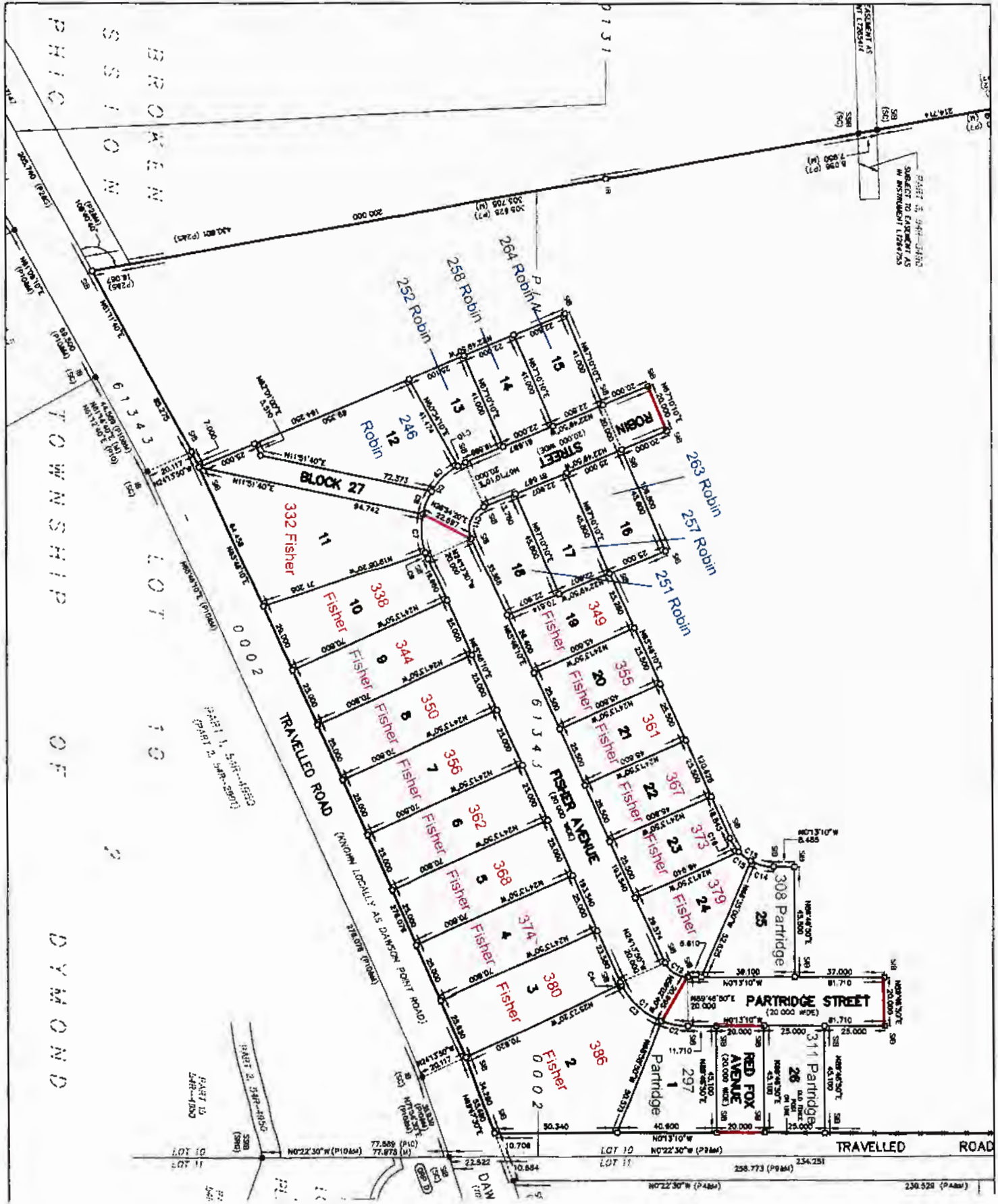
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Mayor – Carman Kidd

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Clerk – David B. Treen

### Assumption of Roadways Red Fox Avenue – Partridge Street – Fisher Avenue – Robin Street



PHIC  
BROWN  
SSION  
61343  
TOWNSHIP OF DYMOND  
LOT 10  
LOT 11

0002  
PART 1, 547-4182  
PART 2, 547-4182

PART 3, 547-4182  
SUBJECT TO EXEMPT AS  
AN ASSUMPTION OF ROADWAYS

TRAVELED ROAD  
LOT 10  
LOT 11  
258.773 (P8M)  
254.251  
230.528 (P8M)



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

**By-law No. 2019-135**

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

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

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

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

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

**And whereas** Council considered Memo No. 016-2019-RS at the September 3, 2019 Regular Council meeting and directed staff to prepare the necessary by-law to amend By-law No. 2019-018 to appoint **Stacy Utas** and **Céline Léger Nolet** to the *Bicycle Friendly Committee* for consideration at the September 3, 2019 Regular Council meeting.

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

1. That Schedule "A" to By-law No. 2015-030, as amended be further amended by adding **Stacy Utas** and **Céline Léger Nolet** to the *Bicycle Friendly Committee* for the 2018-2022 term of Council;

**Read a first, second and third time and finally passed** this 3<sup>rd</sup> day of September, 2019.

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Mayor – Carman Kidd

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Clerk – David B. Treen

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

**By-Law No. 2019-136**

**Being a by-law to amend By-law No. 2019-082 being a  
by-law to adopt a Recreation Non-Resident User Fee  
Policy for the City of Temiskaming Shores – Northern  
Loons Swim Club & Tri-Town Soccer Club**

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

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

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

**And whereas** Council adopted By-law No. 2019-082 being a Recreation Non-Resident User Fee Policy for the City of Temiskaming Shores at the May 21, 2019 Regular Council meeting;

**And whereas** Council considered Memo No. 015-2019-RS at the September 33, 2019 Regular Council meeting and directed staff to prepare the necessary by-law to amend By-law No. 2019-082 to include the Northern Loons Swim Club and the Tri-Town Soccer Club under Section 3 Organizations Subject to the Fee for consideration at the September 3, 2019 Regular Council meeting;

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

1. That Council hereby amends Section 3 Organizations Subject to the Fee of Schedule "A" to By-law No. 2019-082 by adding the following organizations at the identified rate:

Northern Loons Swim Club at \$125.00 per year;

Tri-Town Soccer Club at 25% of registration fee per year.

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 3<sup>rd</sup> day of September, 2019.

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Mayor – Carman Kidd

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Clerk – David B. Treen

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

**By-law No. 2019-137**

**Being a by-law to enter into an agreement with DBA Trace Planning and Design for the development of a Recreation Master Plan for the City of Temiskaming Shores**

**Whereas** under Section 8 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, the powers of a municipality shall be interpreted broadly to enable it to govern its affairs as it considers appropriate and to enhance the municipality's ability to 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. RS-013-2019 at the September 3, 2019 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an agreement with DBA Trace Planning and Design for the development of a Recreation Master Plan at the upset limit of \$89,720.00 plus applicable taxes to be completed prior to March 31, 2020 for consideration at the September 3, 2019 Regular Council meeting;

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

1. That the Mayor and Clerk be authorized to execute an agreement with DBA Trace Planning and Design for the development of a Recreation Master Plan at the upset limit of \$89,720.00 plus applicable taxes to be completed prior to March 31, 2020, 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 3<sup>rd</sup> day of September, 2019.

---

Mayor – Carman Kidd

---

Clerk – David B. Treen



Schedule “A” to

**By-law 2019-137**

Agreement between

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

and

**DBA Trace Planning and Design**

for the development of a Recreation Master Plan

**This agreement** made in duplicate this 3<sup>rd</sup>, day of September, 2019.

Between:

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

(hereinafter called “the Owner”)

and

**DBA Trace Planning and Design**

(hereinafter called “the Consultant”)

Witnesseth:

That the Owner and the Consultant shall undertake and agree as follows:

**Article I:**

The Consultant will:

- a) Develop a Recreation Master Plan in accordance to the specifications contained in their submission in relation to the following:

**Corporation of the City of Temiskaming Shores  
Request for Proposal (RS-RFP-001-2019)  
Recreation Master Plan**

- b) Do and fulfill everything indicated by this Agreement and in the Form of Agreement attached hereto as Appendix 01 – DBA Submission and forming part of this agreement.
- c) That the Consultant will finalize the Recreation Master Plan for the City of Temiskaming Shores prior to **March 31, 2020**.

**Article II:**

The Owner will:

- a) Pay the Consultant in lawful money of Canada for the development of a Recreation Master Plan in the amount of **Eighty-nine Thousand, Seven Hundred and Twenty Dollars and Zero cents (\$89,720.00)** plus applicable taxes;
- b) Make progress payments, typically monthly, based on receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such invoice.

**Article III:**

All communications in writing between the parties shall be deemed to have been received by the addressee if delivered to the individual or to a member of the firm or to an officer of the Owner for whom they are intended or if sent by hand, Canada Post,

courier, facsimile or by another electronic communication where, during or after the transmission of the communication, no indication or notice of a failure or suspension of transmission has been communicated to the sender. For deliveries by courier or by hand, delivery shall be deemed to have been received on the date of delivery; by Canada Post, 5 days after the date on which it was mailed. A communication sent by facsimile or by electronic communication with no indication of failure or suspension of delivery, shall be deemed to have been received at the opening of business on the next day, unless the next day is not a working day for the recipient, in which case it shall be deemed to have been received on the next working day of the recipient at the opening of business.

The Consultant:

**DBA Trace Planning and Design**

14 Melody Lane  
Riverview, New Brunswick  
E1B 3C2

Attn.: Carolyn Longaphie

The Owner:

**City of Temiskaming Shores**

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

Attn.: Tammie Caldwell

**Remainder of Page left Blank Intentionally**

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

Signed and Sealed in )  
the presence of )

Supplier's Seal )  
(if applicable) )

Municipal Seal )

**DBA Trace Planning and Design**

\_\_\_\_\_  
Managing Director – Carolyn Longaphie

\_\_\_\_\_  
Witness  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Corporation of the City of  
Temiskaming Shores**

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Clerk – David B. Treen



Appendix 01 to  
Schedule "A" to

**By-law No. 2019-137**

Form of Agreement  
Recreation Master Plan



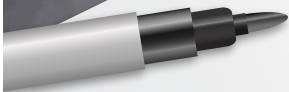


CITY OF TEMISKAMING SHORES  
REQUEST FOR PROPOSAL  
RS-RFP-001-2019

# RECREATION MASTER PLAN

Closing date: Tuesday, August 6, 2019 at 2:00 pm

Submitted by  
Trace Planning and Design  
698 Main Street, Suite 202  
Moncton NB E1C 1E4  
(506) 386.2946



**trace**  
NATURAL ENVIRONMENTS | BUILT ENVIRONMENTS

call: 506 386 2946  
fax: 506 386 7938  
write: info@tracestudio.ca  
mail: PO Box 1784, Stn. Main  
Moncton, NB, E1C 9X6  
visit: 698 Main Street, Suite 202  
Moncton, NB E1C 1E4



August 6, 2019

Attention: Dave Treen, Municipal Clerk  
City of Temiskaming Shores  
P.O Box 2050  
325 Farr Drive  
Haileybury, Ontario, P0J 1K0

**Re: Request for Proposals - RS-RFP-001-2019 Recreation Master Plan**

Dear Mr. Treen,

Thank you for the opportunity to respond to your Recreation Master Plan request for proposals. We are pleased provide this submission that describes our understanding of the project, an approach to implementing a work plan, a work plan, as well as related costs and schedule. We have also included the relevant and required corporate, team and project examples.

Please note this proposal is submitted with the understanding that our team will give your project our full attention within the described budgets and time frames. With our team's knowledge and experience completing several similar projects, we will be able to 'hit the ground running' to meet your aggressive schedule. We have developed several similar projects over the past few years, including:

- » The City of St. John's Parks and Open Space Master Plan (NL)
- » The City of Fredericton Regional Parks and Program Master Plan (NB)
- » The City of Moncton Parks and Open Space Master Plan (NB)
- » The Cape Breton Regional Municipality Recreation Master Plan (NS)
- » The New Brunswick Southwest Regional Recreation Master Plan (NB)
- » The New Brunswick Southeast Regional Recreation Master Plan (NB)
- » The City of St. John's Cycling Master Plan (NL)
- » The City of North Bay Active Transportation Master Plan (ON)

All of these projects required significant research and carefully formatted fiscal plans, implementation strategies and detailed policy. All are in the implementation phases and have valuable information and lessons to lend to your effort.

These projects, as well as those outlined on this document's appendices, have resulted in great working relationships between our team and our clients. We are pleased to provide the following contacts as reference for our work. Feel free to request any additional or alternative contact information if required.

**KEN FORREST**

City of Fredericton, NB  
Director of Growth and Community Services  
Office: 506 460-2696  
Email: ken.forrest@fredericton.ca

**BRIAN HEAD**

City of St. John's, NL  
Manager of Parks and Open Space  
Office: 709 682-0757  
Email: bhead@stjohns.ca

**PAULA MCCLOSKEY**

City of North Bay, ON  
Senior Manager of Parks, Recreation and Leisure Services  
Office: 705 474-0626  
Email: paula.mccloskey@cityofnorthbay.ca

We look forward to speaking with you should you have any questions. Feel free to contact me at 506.386.2946.

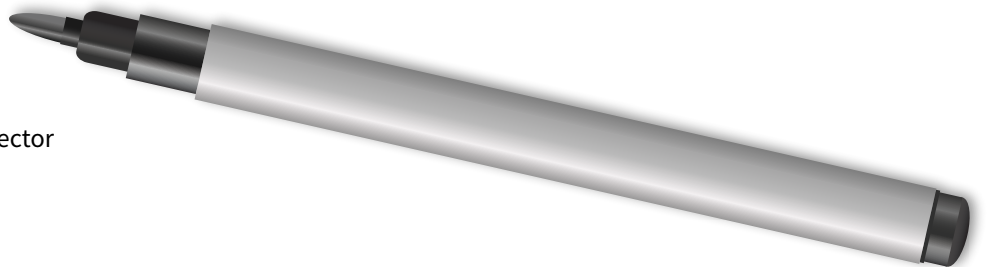
Sincerely yours,



Jim W. Scott, CSLA



Carolyn Longaphie, Managing Director





**City of Temiskaming Shores  
RS-RFP-001-2019  
Recreation Master Plan**

RS-RFP-001-2019

Consultant's submission of proposal to:

The Corporation of the City of Temiskaming Shores

Stipulated Price

We/I, 670493 NB Inc. DBA Trace Planning & Design  
(Registered Company Name/Individuals Name)

Of, 14 Melody Lane, Riverview NB E1B 3C2  
(Registered Address and Postal Code)

Business:

Phone Number ( 506 ) - 386-2946

Fax Number ( 506 ) - 386-7938

Email: info@tracestudio.ca

We/I hereby offer to enter into an agreement to supply services, as required in accordance to the proposal for a price of:

Lump sum price before HST \$ 89,720.00



**City of Temiskaming Shores  
RS-RFP-001-2019  
Recreation Master Plan**

**NON-COLLUSION AFFIDAVIT**

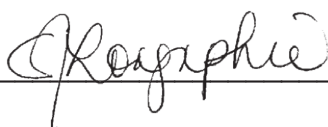
I/ We Carolyn Longaphie the undersigned am fully informed respecting the preparation and contents of the attached quotation and of all pertinent circumstances respecting such bid.

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

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

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

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

Signed 

Company Name 670493 NB Inc. DBA Trace Planning & Design

Title Managing Director



## City of Temiskaming Shores

### RS-RFP-001-2019 Recreation Master Plan

#### 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, Moncton, NB this 5th day of August, 2019.

FIRM NAME: 670493 NB Inc. DBA Trace Planning & Design

BIDDER'S AUTHORIZED OFFICIAL: Carolyn Longaphie

TITLE: Managing Director

SIGNATURE: 





## Chapter 1.0 Introduction



### 1.0 RECREATION MASTER PLAN FOR THE CITY OF TEMISKAMING SHORES

Our understanding of the project's terms of reference suggest the following five aspects of this study are very important:

*First*, there is a desire to explore the region's economic, cultural, sport, and recreational setting to identify the roles and themes that a future recreation master plan must address;

*Second*, a detailed database of physical and programmatic assets must be inventoried to provide an active 'go-forward' position for future master planning;

*Third*, a consultation-based collection of environmental, trail, street, park and facility assets come together to form a hierarchal network of recreation assets;

*Fourth*, that a priority-based implementation plan be developed that rationalizes investment relative to need over the next ten years, and;

*Finally*, that a detailed series of policies and proposal be developed that speak to the sustainability of existing assets that play a future role, that new assets and programs be developed that ensure an equitable level-of-service and fee model, and that future lands and assets be identified that ensure programmatic and facility accessibility over the next 10 years.

The City of Temiskaming is a unique physical and cultural setting. The all-season relationship between resident and environment is evident in waterfront activity, park and sports field use, snowmobiling as well as the indoor pool and arena usage. This is an active city with a statistically strong series of in and outdoor assets that support and advanced recreational lifestyle.



Planned facilities such as waterfront splash pad and additions to the Tri Town Ski and Snowboard Village (out-of-town) demonstrate a desire to ensure relevance and sustained economic development within the region. Temiskaming Shores' three townships are well-positioned to become one of Canada's lifestyle and nature destinations (for both tourism and living).

The City has released an RFP to develop a recreational roadmap for the next ten years to ensure recreational facilities and programs come together to form a network of lifestyle assets that support the lifestyle and living destination concept. The City of Temiskaming Shores Recreation Master Plan must evaluate and address all assets within this context. Thus, ball fields, the two arenas, the indoor and outdoor pools, community gardens, multi-use courts, waterfront assets, fitness centre, golf course, skate park and trails (including the STATO) must be evaluated relative to the network.

This is a very exciting and interesting project. The notion of developing the framework and statistical/cultural basis to start a recreation master planning project provides a unique challenge; we're excited about this possibility. We have prepared a response to your RFP that we believe meets your needs. This proposal response is organized in the following sections.

**Chapter 1 - Introduction.** This section describes the questions we propose to work on, orients you to our proposal, and describes the Trace Planning and Design team members selected to work on your project.

**Chapter 2 - Approach.** This section describes Trace's unique approaches to integrating consultation and technical processes that meet your RFP requirements.

**Chapter 3 - Work Plan.** This section describes our step-by-step process to creating the scope of work, budget and database requirements.

**Chapter Four - Costs and Schedule.** This section provides you with a carefully crafted professional fee and expense schedule as well as project roll-out schedule within the context of your proposed timeline.

**Appendices.** These follow up sections provide you with team corporate information, relevant project examples, and team member resumes.



## Chapter 2 Creative Approach

Our team's approach to recreation master planning is certainly unique. We understand what recreation facility and program delivery are, and how it can transform towns and cities into a collection of lifestyle-based neighbourhoods and communities. In effect, a well-implemented recreation master plan will be the marketing tool for attracting economic and cultural investment in the City of Temiskaming Shores.

As a result of critical site visits to Temiskaming Shores and the region, as well as a detailed review of your RFP, we have developed a number of approach topics that are important to this project; they are inherent elements that inform our thinking and actions. These points are as follows.

### **2.1 A FAMILY ORIENTED NETWORK**

This master plan must align recreation products and programming with the family unit. Economic development strategies are pointing toward a family-based growth strategy; therefore, master planning must consider the family as a single unit that requires complete destinations. This assumes that a family will leave their home on a weeknight or weekend morning with everyone in-tow, and provide destinations that offer services to all family members. This approach, when associated with job creation strategies, creates an ideal municipal growth strategy that broadens resident profiles and increases the tax base. An ancillary benefit to this thinking is the articulation of where the City of Temiskaming Shores should invest valuable dollars on recreation infrastructure, relative to need and growth. Thus, recreation and economic development strategies will align.

## 2.2 CULTURAL RELEVANCE

Under no circumstances will any imported ideas of recreation master planning work in Temiskaming Shores. Our work in any other location only relates to a product for the Temiskaming Shores' region if consultation and/or client interaction determines this. Outside approaches to facility and park classification, active transportation connectivity, or programming developed elsewhere will not work here. All ideas need to be explored for their own merit. The Temiskaming Shores expressions must be unique and considerate of all-season activity that requires the shared use of assets (such as trails for cycling and snowmobiling, etc.).

Trace develops recreation master plans that clearly define facility and program roles within the neighbourhood, community, and municipal-wide context. This results in a level of service model that directs recreation facility area coverages, program delivery approaches, as well as maintenance and capital investment strategies that will provide Temiskaming Shores with an easily understood and community-founded approach to moving forward over the next ten years.

## 2.3 STATISTICAL AND SURVEY ANALYSIS

Our team members have been involved in recreation master plans that require statistical analysis to support project proposals. This experience has provided us with a clear understanding of the value of statistical gathering and analysis methods.

We have learned that statistical gathering methods such as phone surveys or scripted focus groups provide valuable information relative to identifying key issues or resident desires but have no place in determining actual need. An actual need can only be determined when a collection of program providers are matched with facility operators to explore requirements collectively. Statistical methods of gathering data can only aid this process by identifying topics that require exploration. Meaningful results require collaboration.

As you will see in our work plan, our proposal utilizes statistical analysis in the early stages of plan development. Service area and population-to-facility ratios will be explored for all network elements (arenas, parks, trails, active transportation infrastructure, play areas, splash pads, sports fields, etc). When accompanied by survey application and analysis, the collected data will suggest where we need to “dig in” with residents on specific problems.

## **2.4 BLENDING STATISTICAL, PHYSICAL, AND CULTURAL REALITIES**

More than any other municipal unit, the City of Temiskaming Shores will require careful recreation planning that blends statistical and physical need with cultural desire. This is important for retention of the town's unique character, relationship to the shoreline and the diverse all-season activity that supports all-season economic development. This aspect of recreation master planning is critically important, complex, and very few consulting teams can work within this context.

Our team clearly understands the relevant cultural and political realities. You will find that our work plan is carefully crafted to ensure that a master plan is created with public support, and reviewed by public interests. When properly blended with economic opportunity as well as statistical and physical analysis, residents will propose original ideas suiting Temiskaming Shores' context.

## **2.5 THE URBAN AND RURAL CONTEXT**

Trace has developed recreation master plans that require the integrated thinking of urban and rural requirements. Our experience developing master plans for a variety of jurisdiction types such as Cape Breton, North Bay, Moncton and St. John's blends the two contexts, giving insight into resident preferences. In all cases, residents who like rural living enjoy the notion of multi-use destinations that meet several needs within one trip. Urban residents enjoy the notion of assets spread throughout civic core areas. All enjoy the notion of integrated and shared mobility routes. This will be important in the Temiskaming Region.

Providing all residents with an opportunity to express real desire allows our consulting team to determine areas of overlap that result in real need and product planning. This open and unscripted approach has transformed several communities into lifestyle-based centres.

## **2.6 PHYSICAL ACTIVITY AND GATEWAY TO RECREATION**

During our site visits throughout New Liskeard, Haileybury and Dymond, we noted that many of the neighbourhood assets are associated with school facilities. This is an important neighbourhood relationship that may require additional consideration and institutionalization.

One of the strongest trends we have identified and worked with in recreation is the re-creation of neighbourhoods as gateways to sport. Over time, most neighbourhoods and communities have lost the physical assets that support informal sport play (asphalt pads or safe streets, open turf space). These assets sparked an interest in youth that transformed into formal sport participation. The loss of these assets has impacted sports enrollment at younger ages - an important issue to keep in mind.

During site visits, we noted that your network of assets weighs heavily on city-wide infrastructure while neighbourhood and community assets such as trails can be developed to support recreational activity on a daily basis. This proposal describes an approach to developing a 'front door first' network that sees residents accessing recreational amenity from their home, all the way to the city level.

## 2.7 EXPLORING NEW FACILITY MODELS

Where necessary, new, revitalized, or re-purposed facilities should be proposed within the context of contemporary delivery models - in both physical and program terms. Traditional facilities tend to be single-purpose objects that suffer as recreation trends evolve, whereas multi-use facilities retain attraction through evolution. Any proposed facility changes should consider contemporary multi-purpose delivery models and related development/operational strategies that ensure product sustainability. This is important when considering facilities such as arenas, indoor field houses, aquatic centres, and adventure play facilities that provide multi-purpose assets to visiting families.



## 2.8 INTEGRATED AND UNIQUE

Temiskaming Shores' recreation facilities, community active routes, significant destinations such as New Liskeard Waterfront, as well as other recreation and transportation infrastructures, will be important to link and integrate into a network that creates a unique municipal identity. This identity should ensure that residents and visitors alike recognize all of the recreation facility nodes and mobility corridors as Temiskaming Shores elements, while seamlessly expanding into future development areas. Thus, the network can be both special and integrated. We are certain that this will be important, and equally certain we can achieve this.

## 2.9 THE ABILITIES

Again, although not continually repeated in this proposal's work plan, the 'abilities,' accessibility and sustainability, are inherent in our thinking. This foundation-thinking is applied to all proposals and is part of all implementation tasks. Ensuring that all populations are equitably and physically able to access existing and future facilities is an essential component of this plan. Additionally, all recreation assets are viewed from a cost-benefit perspective to ensure that the asset is both environmentally and financially sustainable.

## 2.10 CAPITAL EXHAUSTION

Trace staff members always visit the towns and cities it intends to work with prior to issuing a proposal or responding to a request to provide professional assistance with project development. We noted during our site visit to the Temiskaming Shores' recreation facilities and parks that you have emerging capital cost challenges. We assume one of the reasons you are looking for this master plan is to suggest where investment makes the most sense over the next ten years relative to desire and need. We clearly understand this problem and can help.

## **2.11 EXPERIENCE**

Our team has developed many of the master plans and administrative platforms for Canadian recreational network initiatives in place today. Our approach is unique and ideally suited to physical and culturally complex environments, rather than simple design and/or engineered solutions. Although developing simple solutions to physical problems is a large and important part of our work, it commonly follows the initial stages of establishing a relevant and sustainable network.

## **2.12 VISION & CULTURAL PHASING**

The final recreation master plan may have a ten-year implementation window; however, looking beyond will be important to ensure recreation program evolution. For example, when developing the North Bay Active Transportation Plan, we formed a ten-year implementation strategy, as well as a 25-year vision plan that included re-purposing all park spaces, reducing automobile traffic, and implementing a light rail transit system and all-season mobility-based trails. Thus, park renovation and expansion, as well as environmental corridors inclusive of trail networks, were established based on the long-term vision.

## **2.13 STRONG PLAN WITH REAL BENEFITS**

A quality network of recreation products is an amazingly powerful community development tool. Most firms working on similar master plans do a good job of developing a plan but often fall short in articulating the power and benefit of well-implemented infrastructure as both an infill and future development tool. This will be an important asset to leave with you, as well as with local developers/consultants as articulated through your municipal development plan.

Our experience in reviewing precedent approaches to recreation development, as well as developing regional plans, has afforded us with a unique understanding – that a well connected and node-based network of park destinations linked to trails, ecological corridors, and varied transportation systems, form a framework for community expansion that guarantees development occurs in a human-responsive manner. Developers must demonstrate their growth plans contextually relate to lifestyle infrastructure. Reciprocally, they receive benefits from this demonstration through increased land values resulting from relationships to quality recreation and environmental infrastructure.

## 2.14 TEAM & TECHNOLOGY

We are very careful about the work we do and the technology we use to articulate our products. We have invested ten years developing a unique approach to planning our projects and understand that meaningful work comes from the ground up. Consultation is all about listening, workshops are all about relevant creations, and open houses are all about finding problems. We have never approached a project with a preconceived notion of the outcome; however, our experience and confidence in the local community provide a comfortable platform from which to work. We will achieve a great plan, and residents, stakeholders, council, and staff will recognize it as their own.

Our selected team members include planners, landscape architects, researchers, consultation experts, and technical support. We have developed several proprietary consultation methods relative to recreation and articulating our findings. We use high-quality reports, presentation sheets, slide shows, and movies (complete with moving cars, people, cyclists, etc.) to describe project ideas. We are proud of our deliverables.

## 2.15 CHALLENGING THE ELEMENTS & CONTEMPORARY RECREATION MODELS

Your terms of reference provide a list of desired elements that should be considered within the context of a recreation master plan. This project must test these elements relative to North American recreation trends to ensure relevance is sustainable for the foreseeable future. Although we clearly understand that the master plan must be relevant at the civic level, national and international comparisons will indicate where significant recreation product shortfalls (or excesses) occur.

Trace is a regional leader in ensuring that recreation and cultural trend evolution is taken in consideration during master plan development. Within the last ten years, we have seen an absolute re-orientation of the common user from team-based participants to small groups of individuals seeking cognitive recreation or informal sport play. Successful contemporary facilities have allowed for this by providing primary informal/small group environments, with secondary large group environments. We will need to test the desired elements to determine what type of recreation facility and open space model you should adopt. We must understand the cultural context of this model to ensure relevance; thus, we need to talk to residents.



## 2.16 HIGHLY SKILLED TEAM

We have developed a very strong team with both local and national work experience. Trace Planning and Design is known throughout eastern Canada and the eastern United States for our master planning, and is often used to help clients program and visualize possibilities prior to working with local consultants on implementation. We are presently providing similar services to the City of North Bay and the City of Fredericton. Trace will take on the role of prime consultant, with Jim Scott leading the team as the project manager. Carolyn Longaphie, Emily Phillips and Nicole Maxwell have also been selected to join the project team.

### TRACE PLANNING AND DESIGN

Jim Scott has been offering professional consulting services for 19 years, gradually evolving his one-person firm into what is now Trace Planning and Design, specializing in community development and master planning projects, facility and site programming and design as well as detailed locational analysis and construction management. The firm is based on a working and administrative collaboration between Jim Scott and Carolyn Longaphie, who have been working together since 2003.

Headquartered in Moncton, New Brunswick, our firm commonly works for nationwide municipal and private clients on a variety of culturally and socially significant projects; however, understanding and addressing cultural and public space requirements is an important component of our work. We advance the limits of urban design with innovative, interdisciplinary design concepts.

Trace's planning and community design practice creates design solutions that are a synthesis of analysis, environmental responsibility, and cultural contexts. Our commitment to both the real and the imagined, the achievable and the visionary, distinguishes our work. Working collaboratively in focused interdisciplinary teams – on the regional, community, urban district, campus, and site-specific levels – we define and develop ideas, concepts, and strategies that address the great diversity of planning and urban design challenges facing our clients.

Trace's staff are highly focused and highly skilled in planning, landscape architecture and urban design. Jim Scott, a registered Professional Landscape Architect and company principal, is trained and experienced in all three disciplines. In addition to this, Jim often lectures at conferences, classes and professional gatherings about integrated practice and contemporary planning and design projects.

A brief description of our team members is included below, along with more information provided in Appendix A.

### **JIM SCOTT, C.S.L.A., DESIGNATED PROJECT MANAGER**

Jim is keenly aware of Temiskaming Shores' unique cultural environment. We have worked in North Bay and understand the unique relationship between land and resident evident in Northern Ontario communities.

Jim is a landscape architect and community/environmental planner/designer. His career began in 1994 as an independent consultant on projects ranging from tourism to community expansion and revitalization. Jim started his own firm in 1997 with a primary area of work in environmental and community planning, design, facility and park planning as well as community consultation.

Jim heads Trace's architectural and master planning/design disciplines. He is experienced in a variety of project types – large community development projects as well as complex urban, brownfield, and recreation/tourism projects. Jim has worked throughout Canada and the eastern United States for over 20 years on varied projects. He is a member of the Canadian Society of Landscape Architects and is often asked to speak at conferences on a variety of planning and design topics.

### **CAROLYN LONGAPHIE**

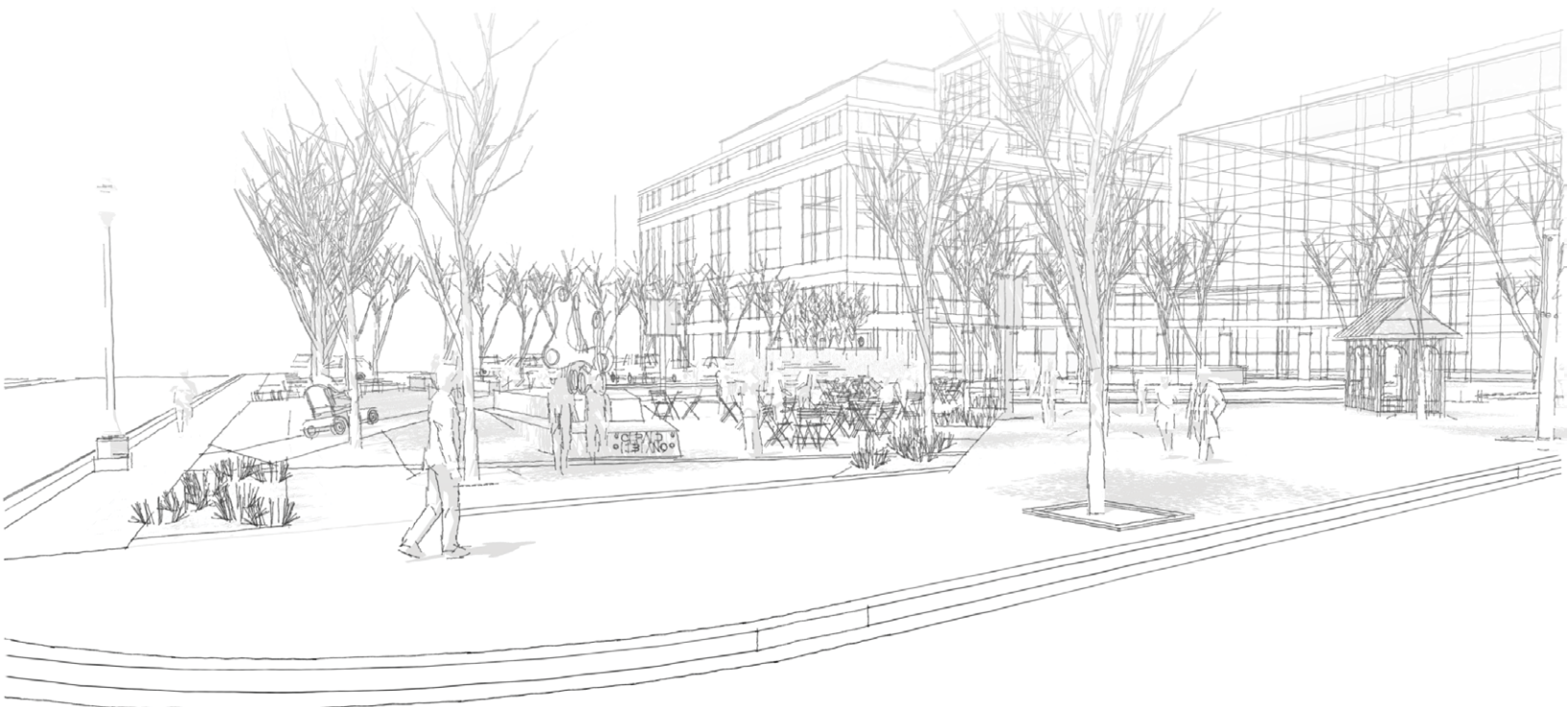
Carolyn is Trace Planning and Design's Managing Director, project manager and senior engineering technologist. Carolyn's professional focus encompasses dissolving conceptual ideas and designs into technical, 'build-able' explorations and applications of these ideas. Her expertise ranges from community base mapping to web site design to construction drawings. She applies this knowledge into successful facility design, complex community and civic concepts and revitalization schemes and site-specific structures and building codes. She joined the firm in 2003.

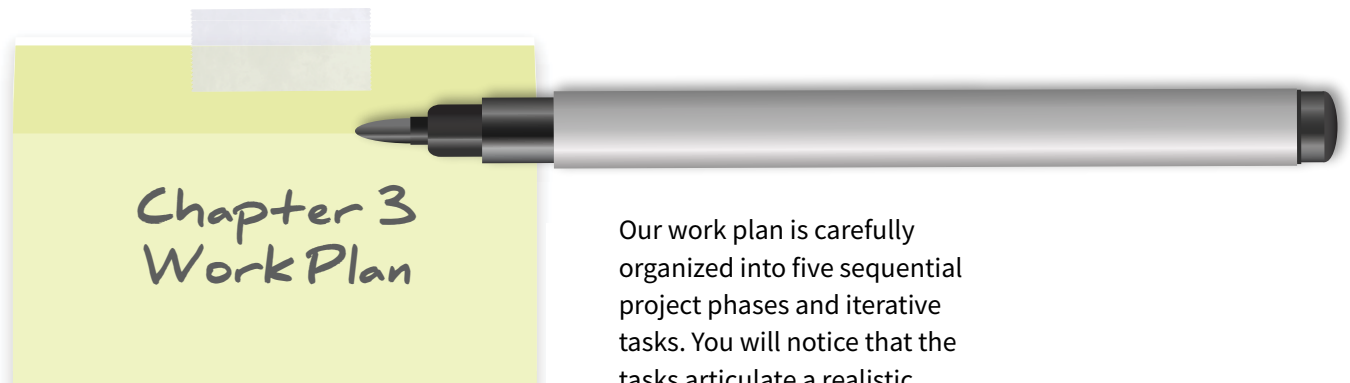
### EMILY PHILLIPS

Emily is Trace's planning and design explorer. With experience in production and project management, Emily brings her expertise on climate change, community sustainability, community-based participatory research, contemporary environmental issues, geography and sustainable science to the firm's varied projects including municipal morphological analysis, urban economy modelling and consultive regional recreation master planning. She joined Trace in 2016.

### NICOLE MAXWELL

Nicole is an engineering technologist and cad specialist with a focus on site modelling and technical drawings, including base mapping and construction drawings. Nicole is highly skilled at developing 3D models as well as animations. She joined the firm in 2012.





Our work plan is carefully organized into five sequential project phases and iterative tasks. You will notice that the tasks articulate a realistic evolution from the existing physical and statistical setting

to a detailed scope of work with associated plan development tools in preparation for the creation of the Temiskaming Recreation Master Plan.

The work plan recognizes that Temiskaming Shore's cultural centres and neighbourhoods continue to exist as unique communities. Although master plan development builds recreational and environmental common ground models, work plan tasks reach into the various communities to explore commonality. The following phases and tasks are included in this work plan.

### 3.1 WORK PLAN PHASE ONE - PLATFORM DEVELOPMENT

This phase collects and assembles all baseline data and information required to move onto subsequent work plan phases. We are familiar with Temiskaming Shore's recreational and physical setting, and will develop baseline materials prior to the project initiation meeting (to ensure a meaningful first meet and work session). The following twelve tasks are included in this phase.

**TASK 1 - DATA COLLECTION AND ASSEMBLY.** We will develop a project base-plan and database from digital data provided by your municipal and provincial GIS representatives. The plan will provide geo-referenced locations of existing and proposed assets for use throughout this and future recreation master plan efforts (parks and open spaces, trails, indoor and outdoor sport facilities, active transportation networks, environmental/ecological corridors, etc.).

We will also collect and review all relevant previous plan and study documents provided by the Director of Recreation and other department leadership. From this, a previous works brief will be developed.

*Team Members: Carolyn Longaphie with Emily Phillips.*

**TASK 2 - LOCAL/REGIONAL STATISTICAL PROFILE.** We will develop a local and regional population profile based on data from the last three census collections. We will then meet with James Franks (Economic Development Officer) to collectively develop 10-25 population scenarios based on probable and possible economic and statistical evolution based on both trending and visionary platforms. We understand that long-term recreation plans must consider population vectors based on the probable and possible to ensure services will be delivered to all residents to relevant cultural and statistical benchmarks. This data will be valuable when considering visionary platform options.

*Team Members: Emily Phillips with Jim Scott.*

**TASK 3 - PHYSICAL ANALYSIS NO.1.** The final task prior to the project start-up meeting is an inventory-based analysis and existing statistical and spatial existing level-of-service model by team members. We will visit the database sites to develop a detailed photographic and digital inventory of components located at each asset site. Further review of the assets will occur in later phases as evaluation criteria are developed during consultation tasks.

*Team Members: Carolyn Longaphie with Jim Scott.*

**TASK 4 - CLIENT MEETING NO.1.** We will meet with the project steering committee at any desired location to review our proposal, the work plan, and associated timelines. We will commence the meeting with a discussion about our proposal, tasks, timelines, and the desired outcomes. We will actively make revisions to any proposal component where required.

We will then review the results of our previous task work completed-to-date to ensure we have all the required platform information with which to move forward. Together, we will review the mapping and associated database to ensure all assets are identified and properly located. We will discuss the brief to ensure that our understanding of the results and relevance of previously formed documents is in keeping with your understanding.

Following this discussion, we will develop a list of stakeholders that will be consulted during phases two and three. This list will need to be relatively comprehensive; therefore, the list may grow beyond those identified at this meeting. At a minimum, we will need to include key individuals/groups involved or interested in the creation of a regional recreation delivery network, as well as county and community-specific municipal representatives involved in the physical, economic, and cultural life of the Temiskaming Region. This will help solicit interest in future planning exercises through the collective discovery of the importance of these efforts.

Finally, we will discuss any potential political sensitivities or elements that must be kept in 'the highest confidence' throughout the project. We clearly understand that this project may require breaking down traditional recreation delivery models.

The meeting will terminate with an agreed-upon revised work plan and schedule (complete with proposed meeting/session dates) as well as the first stakeholder list. This information will be summarized in meeting minutes and issued to the steering committee review for further thought and comment.

*Team Members: Jim Scott with Carolyn Longaphie.*

**TASK 5 - PARKS WORK SESSION.** This session includes meeting with your parks operational staff to discuss existing condition, operational requirements, budgets, use and attraction. This information will be directly applied to the asset database.

*Team Members: Carolyn Longaphie and Jim Scott.*

**TASK 6 - PROGRAMS WORK SESSION.** We will meet with staff and any desired important program-provision community members to discuss the existing delivery models, the user fee policy, programs and associated level-of-service profile, utilized facilities, reciprocal agreements, budgets and apparent service gaps. Again, this information will be included in the project database.

*Team Members: Carolyn Longaphie and Jim Scott.*

**TASK 7 - FACILITIES WORK SESSION.** We will meet with staff that operate municipal indoor and outdoor pools, arenas, beach facilities, etc. to discuss operation requirements and costs, use, attraction and sustainability requirements. This information will provide valuable background data when considering facility-based asset life-span.

*Team Members: Carolyn Longaphie and Jim Scott.*

**TASK 8 - ECDEV WORK SESSION.** We will meet with your economic representative(s) top discuss vision, opportunity, immigration, and where council and staff are evolving the city toward. This information will be valuable when aligning recreational networks with city vision.

*Team Members: Carolyn Longaphie and Jim Scott.*

**TASK 9 - PHYSICAL/ENVIRONMENTAL DRIVE SESSION.** This session includes loading our minivan with representatives from your planning, public works and recreation departments to drive around the city and region to view and talk about built and environmental form, development planning, active transportation, stormwater management and environmentally significant landscapes. The information discussed during this session will be recorded in map form and used to inform network development.

*Team Members: Carolyn Longaphie and Jim Scott.*

**TASK 10 - COUNCIL WORK SESSION.** This final baseline work session includes meeting with city council in private session to introduce the project, review work completed-to-date, talk about council commitment and event dates, and to collect individual concerns, interests, etc, in the project. This information will be collected and considered as the project evolves.

*Team Members: Carolyn Longaphie and Jim Scott.*

**TASK 11 - EXISTING LEVEL OF SERVICE MODEL.** Although this will be fully explored in future recreation master plan development, we will develop an existing and city-wide statistical-based level of service model that speaks to facility type, spatial distribution, and quantity relative to population based on the data collected-to-date. This will be an interesting starting point, analysis tool, and conversation piece during the next project phases.

*Team Members: Carolyn Longaphie, Nicole Maxwell, Emily Phillips and Jim Scott.*

**TASK 12 - PRECEDENT REVIEW.** Trace has developed several local and regional recreation plans that required significant precedent-based research that explored recreation facility and service delivery models relative to varied economic and cultural settings. At this point in this project, we will know which components of this previous work can be amended by additional research to provide your project with the following (at minimum).

- » Regional asset and programmatic level of service model approaches for evolving economic and statistical precedents.
- » Contemporary capital and operational models for regional settings.
- » Contemporary revenue and tax-base analysis.
- » NRPA-based statistical review analysis and use in regional settings.
- » A database of precedent regional recreation master plans that articulate key goals, objectives, costs, and implementation strategies.

*Team Members: Emily Phillips and Jim Scott.*

**TASK 13 - PHASE ONE BRIEF.** At this point, it is important to provide an overview of the collected data as well as the lessons learned during this master plan development phase. This Brief will be issued to the project steering committee for distribution as desired.

*Team Members: Emily Phillips, Carolyn Longaphie and Jim Scott.*

## 3.2 WORK PLAN PHASE TWO - DIGITAL CONSULTATION

This phase focuses on the collection of topic-specific information and data related to the delivery and use of recreation programs and facilities, from a community point of view. The statistical and qualitative information gathered in this stage informs the community consultation questions delivered in phase three. The following surveys are designed and delivered for this purpose.

**TASK 14 - ACTIVITY PROGRAMMERS SURVEY.** We will develop and directly issue a survey built specifically for those involved with the design and delivery of programs. It is important to note that we do not request detailed budgets at this phase of master plan development. Data requested at this phase include (at a minimum):

- » Organization name;
- » History of organization;
- » Programs offered;
- » Location(s) where programs offered;
- » Participant numbers;
- » Participant number increase and decline over the history of the organization;
- » Expected participation change over the next ten years;
- » Participant distribution;
- » Participation cost(s);
- » Participant cost over history of the organization;
- » Expected cost change over the next ten years;
- » Participants on waiting list;
- » Waiting lists over the history of the organization;
- » Number of participants paying user fees;
- » Facility concerns, and;
- » Operational challenges.

*Team Members: Emily Phillips, Carolyn Longaphie and Jim Scott.*

**TASK 15 - FACILITY OPERATORS SURVEY.** We will develop and directly issue a survey built specifically for non-municipal facility providers (including schools). Again, we do not request annual budgets at this phase of plan development. The questions included at this phase include (at a minimum):

- » Facility name;
- » Facility location;
- » Facility ownership;
- » Staffing requirement;
- » Facilities offered and activity space sizes;
- » Brief history of facility;
- » Activity venue cost for varied spaces;



- » Existing use agreements;
- » Programs that utilize facilities;
- » Typical weekly schedule (by season);
- » Operational challenges;
- » Capital upgrades and associated costs over the next ten years, and;
- » Staffing and operational changes expected over the next ten years.

*Team Members: Emily Phillips, Carolyn Longaphie and Jim Scott.*

**TASK 16 - PARTICIPANTS SURVEY.** We will develop and issue an open community survey created to explore the recreational life of Temiskaming Shore's residents (both locally and regionally). The survey will, at a minimum, explore the following:

- » Household composition;
- » Household income;
- » Types and locations of activities participated in (in both formal and informal settings);
- » Typical week of activity for each of the four seasons, for each household member;
- » Costs of various activities;
- » Annual estimated spending on recreational activity;
- » Type and value of owned recreational equipment required for participation;
- » Any additional user fees paid due to geographic position;
- » Travel modes to activities;
- » Challenges to accessing programs or facilities, and;
- » Improvements that would support an improved community lifestyle.

*Team Members: Emily Phillips, Carolyn Longaphie and Jim Scott.*

**TASK 17 - SURVEY RESULTS BRIEF.** The results of collected survey data will be tabulated in matrix form to demonstrate the relationships between the three surveys, and to highlight where common issues among the three. This will be incorporated with a brief report that illustrates general results of each survey and issued to the project steering committee for review and comment.

*Team Members: Emily Phillips and Carolyn Longaphie.*

**TASK 18 - CLIENT MEETING NO.2.** We will meet with the project steering committee to discuss survey results-to-date, and to talk about the proposed phase three workshop formats. The discussion will include detailed formats, questions, exercises and expected outcomes for each session. This will be presented in chart form that will clearly articulate how the programmatic and facility network is built from the results.

*Team Members: Jim Scott.*

**TASK 19 - PUBLIC COUNCIL AND MEDIA SESSION.** We will meet City Council in a public format to discuss the project and to invite council and community members to the various work sessions. Following this, we will meet with media representatives to provide information packages and invite media to the various sessions (where appropriate).

*Team Members: Jim Scott.*

### 3.3 WORK PLAN PHASE THREE - COMMUNITY CONSULTATION

We now have sufficient background information to move forward into detailed community consultation sessions. The intent of the sessions is to move the survey data from information to a futuristic vision of recreation activity and asset network that begins at residents' front doors and ensures a recreation-based lifestyle is a part of daily life. The following tasks are included in this phase.

**TASK 20 - COMMUNITY CREATORS SESSION.** This will be some of the most informative and enjoyable master plan sessions, and we highly encourage steering committee members to attend. We will meet with three creative classes at schools selected with the project steering committee to discuss the daily life of youth. This will include discussions on in-neighbourhood activities, visits to parks and facilities, activities participated in with other family members, issues with accessing activities or facilities, as well as the types of activities their parents do or should participate in. The session will terminate with a clear set of youth-based criteria for a hierarchal network that begins at their front door.

*Team Members: Jim Scott with Emily Phillips and Carolyn Longaphie.*

**TASK 21 - AGE FRIENDLY SESSION.** For this session, we will work with the project steering committee to bring together 10-12 select participants of the 2018 Age Friendly Community Plan to talk about issues directly related to senior participation in, and access to, formal and informal recreational programs and facilities. The session will terminate in a detailed set of data that expands the Task 20 hierarchal network criteria to include mature populations.

*Team Members: Jim Scott with Emily Phillips and Carolyn Longaphie.*

**TASK 22 - COMMUNITY OPEN SESSION.** This open house-style session will be hosted at any city provided location capable of supporting 100 persons. The session, hosted from 3:00PM to 8:00PM will be designed to provide residents with an opportunity to visit a room with a series of panels describing the results of the background analysis, surveys as well as the youth and seniors' sessions.

Workspace panels will include maps describing environmental, street and trail layouts, parks, facilities and important civic or cultural destinations. Attendees will

be asked to record their recreational life with consulting team members while being challenged about how the series of assets and activities evolve into a network that improves their daily, weekly and seasonal recreation lives.

All results will be recorded and will inform the next attendee discussion. Thus, the session will evolve and result in a very clear network of activities and addresses that are linked by streets, trails, transit, waterways, environmental corridors, etc. This network will illustrate a proposed regional level-of-service model that speaks to the spatial distribution of recreation assets, the location and role of each asset type, as well as how far each asset type should exist from residential front doors. Gaps will be identified and approaches to gap resolution will be explored.

*Team Members: Jim Scott with Emily Phillips and Carolyn Longaphie.*

**TASK 23 - PROGRAMS AND FACILITIES MATRIX SESSION.** This is an important session that will further explore the relationship between activities and addresses as defined by residents, and addressed by those directly involved with delivering programs and facilities. For this session, we will develop a matrix that illustrates the relationship between programs and facilities, as defined-to-date, and work to expand the matrix by addressing the concerns of session participants. Facility providers may be concerned with operational funding and consistent bookings while program providers may be concerned with available activity or storage space, user fees, or resident activity access. Collectively, we will work to resolve the problems experienced by each today, and improve the network relative to the resolutions.

The session will also further explore the sustainability of each program and facility relative to resident desire.

We have delivered over 100 of these sessions over the last twenty years and can say two things are absolutely true. First, 50% of the problems experienced by program providers are solved during the session. For example, lack of space issues are always resolved by those who have available space.

Second, simple issues related to communications are easily resolved through municipal leadership. For example, creating a single city-based database or app that links facilities providers to program providers, and to user groups or individual participants, can become an information platform that eases operational or access issues.

The session will terminate with an expanded matrix that will become an important part of the phase four network.

*Team Members: Jim Scott with Emily Phillips and Carolyn Longaphie.*

**TASK 24 - PHYSICAL ANALYSIS NO.2.** Based on the consultation results-to-date, we will revisit and evaluate each recreational asset relative to future need and desire. For indoor facilities such as the pool or arena, we will meet with operational leadership to view mechanical and envelope components, talk about capitol and operational budgets, and talk about physical and programmatic sustainability.

For outdoor facilities such as parks, trails and active transportation assets, we will evaluate condition and readiness relative to the assets future network role. We will also identify lands or facilities that can evolve to support network expansion or gap resolution.

*Team Members: Jim Scott and Carolyn Longaphie.*

**TASK 25 - CONSULTATION BRIEF.** We will develop a document that will describe the results of this phase. This will be issued to the project steering committee for review and comment prior to moving onto phase four.

*Team Members: Jim Scott with Emily Phillips and Carolyn Longaphie.*

### **3.4 WORK PLAN PHASE FOUR - PARKS AND RECREATION NETWORK**

This project phase transforms the consultation results into a hierarchal recreation network for the City of Temiskaming Shores. The following tasks are included in this master plan phase.

**TASK 26 - OUTDOOR ASSETS MODEL.** We will develop a futuristic and ground-up hierarchal model of streets, parks, trails, beaches, pools, sports fields, etc. that meet neighbourhood, community and municipal needs. This will expand the existing network with active transportation and outdoor facility assets that address level-of-service gaps and proposes where future assets will be required as Temiskaming Shores grows.

*Team Members: Jim Scott with Emily Phillips and Carolyn Longaphie.*

**TASK 27 - PROGRAMMING MODEL.** We will develop a contemporary recreation program delivery model that evolves the existing offerings into a futurist and relevant inventory or informal and formal activities. This will include an approach to program delivery that addresses the role of the City of Temiskaming Shores relative to program seeding and release, direct programming, or indirect program support.

*Team Members: Jim Scott with Emily Phillips and Carolyn Longaphie.*

**TASK 28 - FACILITIES MODEL.** Trace has worked on recreation-based studies for over 20 years and understands the difference between need and want, as well as the ability of a facility to reasonably sustain itself in the face of activity evolution from collective to personal activity.

We will develop a ten-year facility delivery model that proposes a role for each existing or proposed indoor facility relative to condition, population-based precedent evaluation, budgeting and future demand. This will include budgetary considerations relative to sustained facility delivery.

*Team Members: Jim Scott with Emily Phillips and Carolyn Longaphie.*

**TASK 29 - RECREATION FRAMEWORK, VISION AND POLICY MODEL.** We will develop a recreation framework that clearly articulates the iterative and associated role of facilities and activities over a ten-year period. This will result in a clear and concise vision statement, policies and proposals that ensure the city is meeting resident recreational needs as articulated in the framework.

This task will also include the creation of a land acquisition policy relative to lands for public purposes gained for park use during the subdivision process. A land percentage or cash-in-lieu policy will be proposed complete with illustrations demonstrating acquired land as park, trail, environmental corridor or for future facility use.

*Team Members: Jim Scott with Emily Phillips and Carolyn Longaphie.*

**TASK 30 - COST-BENEFIT MODEL.** This is a highly complex model that articulates cost for all city-related recreation master plan components (including physical and operational improvements, land acquisition, new facility development, marketing, staffing, etc.). This will be mapped in a ten-year period on a database that illustrates the various costs and expected financial and cultural benefits.

*Team Members: Jim Scott with Emily Phillips and Carolyn Longaphie.*

**TASK 31 - PLATFORM BRIEF.** We will develop a brief document that incorporates the results of this project phase. This will be issued to the project steering committee for review and comment prior to the next and final master plan development phase.

*Team Members: Jim Scott with Emily Phillips and Carolyn Longaphie.*

### 3.5 WORK PLAN PHASE FIVE - PARKS AND RECREATION MASTER PLAN

This project phase assembles all of the project components into a single document that will evolve to a final product throughout the phase. The following tasks are included in this phase.

**TASK 32 - DRAFT PARKS AND RECREATION MASTER PLAN NO.1.** This task involves incorporating the project background analysis, precedent research, vision, proposed network, cost estimates, as well as an implementation strategy and phasing into a single document that directs the delivery of programs and facilities as a single network that will strategically evolve over the next ten years relative to resident need and demographic evolution within the Temiskaming Shores Region. This will include the following facility data.

- » An environmental corridors plan that conserves the significant greenway corridors that support healthy tributary and ecologically corridor linkage to the waterfront.
- » An active transportation plan that illustrates designated trails, streets, and other AT route components including plan and section graphics for all components.
- » A parks and open space level-of-service model that illustrates a hierarchal model of neighbourhood, community and civic level assets distributed throughout the City of Temiskaming (and beyond where assets serve city need).
- » A level-of-service model database of hierarchal role, size, condition, included components, proposed phased upgrades and associated budgets for each indoor and outdoor recreation asset.
- » Typical park plan for each hierarchal asset type.
- » Detailed plans for three park or indoor facilities that demonstrate how proposed improvements will appear at existing assets.

This will be issued to the project steering committee for review and comment.

*Team Members: Jim Scott with Emily Phillips, Nicole Maxwell, Carolyn Longaphie.*

**TASK 33 - DRAFT PARKS MASTER PLAN NO.2.** Based on received comments, we will revise and amend to expand the master plan prior to the next task.

*Team Members: Jim Scott with Emily Phillips, Nicole Maxwell, Carolyn Longaphie.*

**TASK 34 - CLIENT MEETING NO.3.** We will meet with the project steering committee to discuss the draft plan, and to discuss the upcoming open house session. We will record the required plan edits for inclusion in the final master plan document.

*Team Members: Jim Scott with Carolyn Longaphie.*

**TASK 35 - COMMUNITY OPEN HOUSE.** We will develop panels that describe each master plan component for review and comment at a public open house session. This will be held at any city provided location, and will run from 3:00PM to 8:00PM. All comments will be collected and issued in tabular form for the next task.

*Team Members: Jim Scott with Emily Phillips and Carolyn Longaphie.*

**TASK 36 - MASTER PLAN REVISION MEETING.** We will meet with the project steering committee to discuss the results of the open house as well as the list of comments. We will determine how the plan should be edited relative to comments.

*Team Members: Jim Scott with Emily Phillips and Carolyn Longaphie.*

**TASK 37 - PARKS AND RECREATION MASTER PLAN.** We will make final edits to the master plan and produce the final document as required in your RFP.

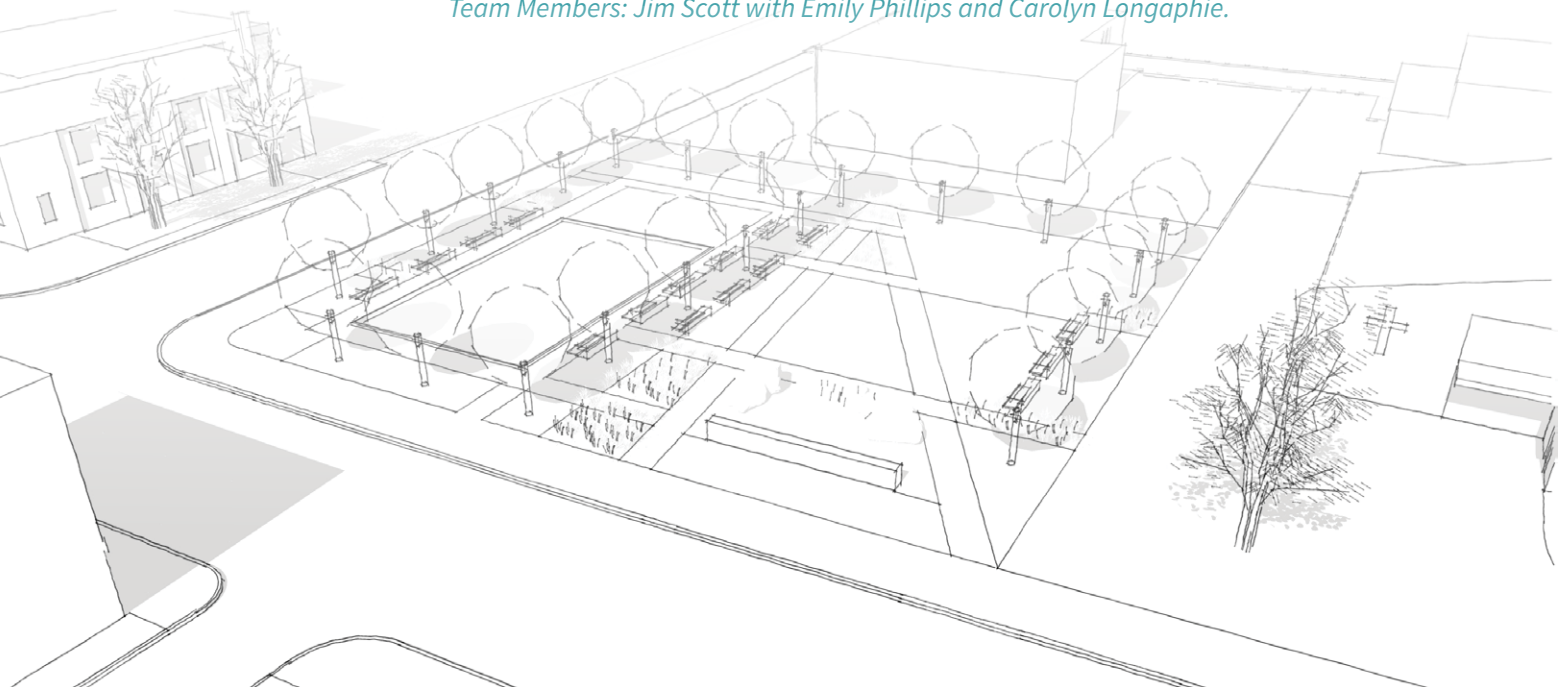
*Team Members: Jim Scott with Emily Phillips, Nicole Maxwell and Carolyn Longaphie.*

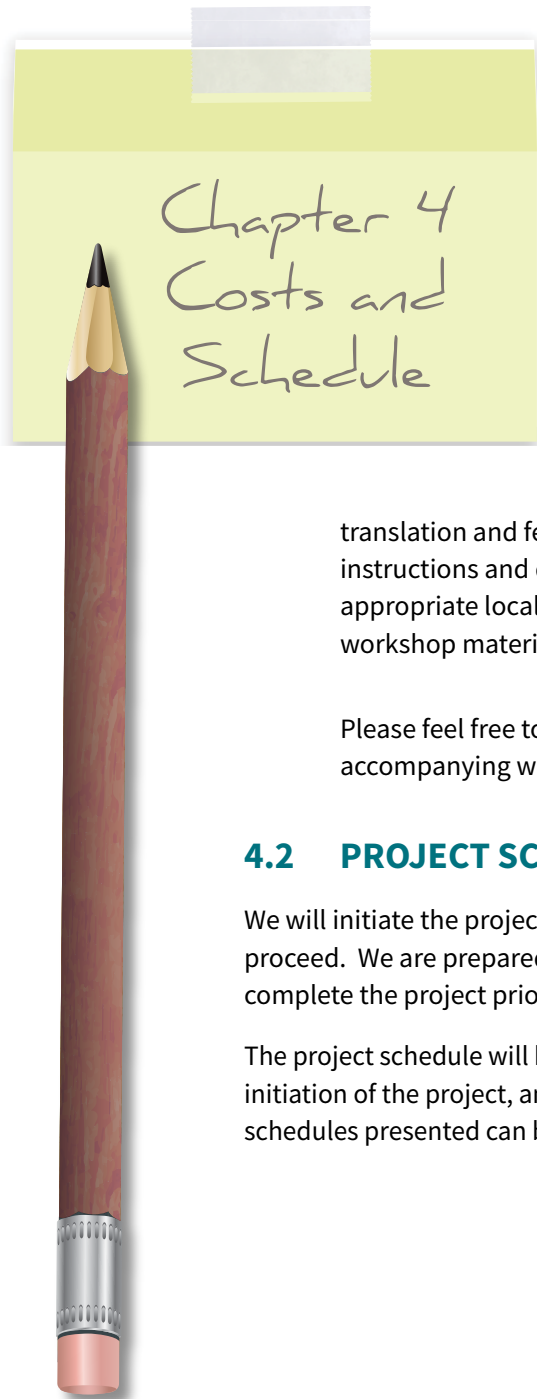
**TASK 38 - COUNCIL ADOPTION PRESENTATION.** In association with steering committee members, we will deliver a brief presentation complete with graphics and site concept movies that clearly describe the master plan network. We will also detail the implementation plan and associated policy.

*Team Members: Jim Scott with Emily Phillips and Carolyn Longaphie.*

**TASK 39 - DELIVERABLES.** Carolyn Longaphie will deliver digital files for all presentations, plans, panels and documents developed throughout the master plan development process.

*Team Members: Jim Scott with Emily Phillips and Carolyn Longaphie.*





## 4.1 FINANCIAL PROPOSAL

We are pleased to propose a professional fee and expense cost of \$89,720 plus applicable taxes for the City of Temiskaming Shores Recreation Master Plan. Please refer to figure 4.1 on the following pages for a description of the work plan and related fees by each task and team member. Our financial proposal includes monthly progress billing by project phase, and our terms are net 30.

Also, as illustrated in figure 4.1, please note that we have included costs for workshop material translation and fees for a workshop translator for any residents wishing instructions and discussions in French. We will work with you to identify an appropriate local person to assist as workshop translator. We can translate workshop materials from within our studio.

Please feel free to contact us for any desired revisions to this budget and accompanying work plan.

## 4.2 PROJECT SCHEDULE

We will initiate the project immediately upon confirmation of authorization to proceed. We are prepared to begin work on this project early in September, and can complete the project prior to March 2020 (see figure 4.2 for proposed schedule).

The project schedule will be further reviewed with the Steering Committee at the initiation of the project, and throughout the life of the project. It is to be noted that the schedules presented can be modified as necessary to suit the requirements of the City.



**FIGURE 4.1 | PROPOSED PROJECT BUDGET**

Tasks		Trace				Expenses	Site Visit
		J.Scott	C.Longaphie	E.Phillips	N.Maxwell		
		Planner/L.Arch	Communications	Researcher	Tech		
<b>Phase One - Physical Baseline</b>							
1	Data Collection and Assembly		10.00	5.00			
2	Local/Regional Statistical Profile	2.00		10.00			
3	Physical Analysis No.1	15.00	15.00			\$650	One
4	Client Meeting No.1	2.00	2.00			\$650	One
5	Parks Worksession	2.00	2.00			\$150	One
6	Programs Worksession	2.00	2.00			\$150	One
7	Facilities Review	8.00	8.00			\$150	One
8	Ec Dev Work Session	2.00	2.00			\$150	One
9	Physical/Environmental Drive Session	6.00	6.00			\$150	One
10	Council Work Session	2.00	2.00			\$150	One
11	Existing LOS Model	10.00	5.00	3.00	5.00		
12	Precedent Review	1.00		5.00			
13	Phase One Brief	1.00	1.00	5.00			
<b>Phase Two - Digital Consultation</b>							
14	Activity Programmer's Survey	1.00	2.00	8.00			
15	Facility Operator's Survey	1.00	2.00	8.00			
16	Participants Survey	1.00	2.00	8.00			
17	Survey Results Brief		6.00	10.00			
18	Client Meeting No.2			3.00		\$600	Two
19	Public Council & Media Session			2.00		\$600	Two
<b>Phase Three - Consultation Communities</b>							
20	Community Creators Work Session	2.00	5.00	5.00		\$550	Three
21	Age Friendly Session	2.00	2.00	2.00		\$550	Three
22	Community Open Session	5.00	5.00	5.00		\$550	Three
23	Programs and Facilities Matrix Session	2.00	5.00	5.00		\$550	Three
24	Physical Analysis No.2	15.00	15.00				
25	Consultation Brief	3.00	2.00	6.00			
<b>Phase Four - Parks and Recreation Network</b>							
26	Outdoor Assets Model	8.00	10.00	2.00			
27	Programming Model	2.00	3.00	15.00			
28	Facilities Model	10.00	3.00				
29	Recreation Framework, Vision and Policy Model	3.00	6.00	10.00			
30	Cost-Benefit Model	12.00					
31	Platform Brief	10.00					

**FIGURE 4.1 | PROPOSED PROJECT BUDGET, CONTINUED**

Tasks		Trace				Expenses	Site Visit
		J.Scott	C.Longaphie	E.Phillips	N.Maxwell		
		Planner/L.Arch	Communications	Researcher	Tech		
<b>Phase Five - Parks and Recreation Master Plan</b>							
32	Draft Parks and Recreation Master Plan No.1	25.00	15.00	55.00	20.00		
33	Draft Master Plan No.2	3.00	5.00	10.00			
34	Client Meeting No.3	2.00	2.00	2.00		\$1,200	Four
35	Community Open House	10.00	40.00	10.00	5.00	\$1,500	Four
36	Master Plan Revision Meeting	2.00	2.00	2.00		\$250	Four
37	Parks and Recreation Master Plan	5.00	15.00	15.00	5.00		
38	Council Adoption Presentation	8.00				\$750	Five
39	Deliverables		5.00				
Hours		185.00	207.00	211.00	35.00		
Hourly Rate		\$150	\$110	\$100	\$90		
Costs summary per heading		\$27,750	\$22,770	\$21,100	\$3,150	\$9,300	
Translation Allowance - Presentation Masterials		\$1,650					
Translator Allowance - Public Sessions		\$4,000					
Total Professional Fees & Expenses w/o taxes		<b>\$89,720.00</b>					
13% HST		\$11,663.60					
Total Professional Fees & Expenses w HST		<b>\$101,383.60</b>					





Appendix A  
- Corporate Bios  
& Resumes -

## corporate bio



We are a planning and design company specializing in community development and master planning projects. Our firm commonly works for municipal and private clients on a variety of culturally and socially significant projects; however, understanding and addressing environmental concerns are an important component of our work. We advance the limits of sustainable design with innovative, interdisciplinary design concepts.

Our corporate nature is collaboration. We work with a wide variety of professional perspectives and experiences, and because we routinely consult with one another, we can handle complex challenges more readily than other firms. We deliver unexpected insights, solve unforeseen problems, and often create work that achieves even more than our clients imagined.

Trace's planning and community design practice creates design solutions that are a synthesis of analysis, environmental responsibility, and cultural contexts. Our commitment to both the real and the imagined, the achievable and the visionary, distinguishes our work. Working collaboratively in focused interdisciplinary teams — on the regional, community, urban district, campus, and site-specific levels — we define and develop ideas, concepts, and strategies that address the great diversity of planning and urban design challenges facing our clients.

### **Jim W. Scott, CSLA**

Jim heads our community design and master plan disciplines. He is experienced in a variety of project types – large community development projects as well as complex urban, brownfield, and recreation/leisure projects. He has worked on several master plans throughout Eastern Canada and the United States.

Trained as a landscape architect, environmental planner and urban designer, his focus is to create and develop long-lasting designs that successfully integrate resident notions with creative ideas, while reflecting client ideals. He is a member of the Canadian Society of Landscape Architects and is often asked to speak at conferences on a variety of planning and design topics.





#### EDUCATION

##### **Master of Art in Urban Design**

Oxford Brookes University, 1998

##### **Bachelor of Design in Environmental Planning**

NSCAD, 1995

##### **Bachelor of Science**

Saint Mary's University, 1992

#### PROFESSIONAL AFFILIATIONS

Canadian Society of Landscape Architects  
Urban Land Institute

Atlantic Provinces Association of  
Landscape Architects

## jim w. scott, csla

### LANDSCAPE ARCHITECT, URBAN DESIGNER, ENVIRONMENTAL PLANNER

Jim is a landscape architect and a community and environmental planner/designer. His career began in 1995 as an independent consultant on projects ranging from tourism and trail/park planning, to community expansion and revitalization. Jim founded Collaborative Planning & Design in 1999 which has expanded and evolved over the years into Trace Planning & Design. Jim's primary area of work is in environmental and community planning, design, recreation and park planning, and community consultation.

Jim works extensively in master planning, public space design and community consultation related to creating relevant concepts. Jim plans, designs and manages all of Trace Planning & Design's community work sessions and has great success in finding consensus in culturally or physically complex settings.

#### SELECT RECENT & RELATED PROJECTS

##### LANDSCAPE ARCHITECTURE

- » Sobeys Family Stellarton Town Square, NS (2017)
- » National RCMP Riverfront Memorial Site, Moncton NB (2016)
- » City of St. John's Mile Zero Plaza, NL (2017)

##### URBAN PLANNING

- » City of North Bay Active Transportation Master Plan, ON (2018)
- » Humphreys Brook Sustainable Community Master Plan, Moncton NB (2016)
- » City of St. John's Cycling Master Plan, NL (2018)

##### URBAN DESIGN

- » Downing Street Redevelopment, Moncton NB (2016)
- » City of Fredericton Urban Core Detailed Implementation, NB (2018)
- » Town of Woodstock Downtown and Waterfront Master Plan, NB (2018)

##### IDENTITY AND WAYFINDING

- » City of Fredericton Parks Branding and Wayfinding Strategy, NB (2017)
- » City of Moncton Downtown Centre Wayfinding Plan, NB (2018)
- » Magnetic Hill Zoo Wayfinding Master Plan, NB (2018)

# trace

NATURAL ENVIRONMENTS | BUILT ENVIRONMENTS



#### EDUCATION

##### **Bachelor of Arts, English and Canadian Studies**

Mount Allison University, 1993

##### **Civil Engineering Technology, Architectural**

New Brunswick Community College, 1990

## carolyn longaphie

### **PRINCIPAL, ENGINEERING TECHNOLOGIST, PROJECT MANAGER**

Carolyn is an engineering technologist and project manager with a background in graphic arts and administrative management. Her professional focus encompasses dissolving conceptual ideas and designs into technical, 'build-able' explorations and applications of these ideas. Her expertise ranges from community base mapping to technical writing to construction drawings. She applies this knowledge into successful recreation and leisure park designs, complex community and civic concepts and revitalization schemes and site specific structures and building codes. Carolyn is well known in the design industry for her skill as a project manager and technical director.

Carolyn is a highly skilled project manager and technical expert capable of creating complex and fascinating three-dimension digital models that clearly articulate place and possibility for development projects. She is commonly called upon to create detailed plans or imagery and presentations for Trace Planning & Design and other client projects when a clear message is required.

### **SELECT RECENT & RELATED PROJECTS**

#### **LANDSCAPE ARCHITECTURE**

- » Glace Bay Community Common, NS (2018)
- » National RCMP Riverfront Memorial Site, Moncton NB. (2016)
- » Bishop Highlands Community Park, Fredericton NB (2018)

#### **URBAN PLANNING**

- » Halls Creek Community Master Plan, Moncton, NB. (2018)
- » Humphreys Brook Sustainable Community Master Plan, NB. (2016)
- » City of St. John's Cycling Master Plan, NL. (2018)

#### **URBAN DESIGN**

- » Shediac Waterfront Master Plan, NB (2014)
- » City of Fredericton Urban Core Detailed Implementation, NB. (2018)
- » CBRM City Centre Master Plan, NS (2016)

#### **IDENTITY AND WAYFINDING**

- » City of Moncton Parks and Trails Wayfinding Plan, NB (2018).
- » City of Moncton Events Centre Wayfinding Plan, NB (2018)
- » Magnetic Hill Zoo Wayfinding Master Plan, Moncton NB (2018)

# trace

NATURAL ENVIRONMENTS | BUILT ENVIRONMENTS



## EDUCATION

**Master of Science, Environmental Science**  
Mount Allison University, 2014

**Bachelor of Arts, Environmental Studies  
and Minor, Economics**  
Mount Allison University, 2012

## PUBLICATIONS

Phillips, Emily (2014). Urban Art Spaces of Montréal: Distribution and Characteristics of Art Museums, Art Galleries, and Artist-Run Centres/Collectives. *The Northeastern Geographer*, 6.

# emily phillips

## PLANNING AND DESIGN EXPLORER

Emily is a researcher with experience in production and project management. During the completion of her Master's degree she studied the integrated impacts of climate change on community sustainability. She has expertise in community-based participatory research, Canadian climate change, contemporary environmental issues, geography, and sustainability science. Her career with Trace Planning and Design began in 2016, working on projects ranging from municipal morphological analysis, urban ecology modeling, and consultative regional recreation master planning.

As Trace's lead researcher, Emily provides a contextual foundation for projects rooted in primary and secondary resources, as well as direct consultation. She continuously searches out best practices and new approaches to old problems in the field of urban planning. A creative thinker, she synthesizes long-standing principles with fresh perspectives, yielding holistic, integrated theoretical frameworks.

## SELECT RECENT & RELATED PROJECTS

### LANDSCAPE ARCHITECTURE

- » Market Square Revitalization, St. Andrews NB (2017)
- » City of Fredericton Officers' Square Project, NB (2018)
- » Bishop Highlands Community Park, Fredericton NB (2018)

### URBAN PLANNING

- » City of North Bay Active Transportation Master Plan, ON (2018)
- » South-East New Brunswick Regional Recreation Master Plan, NB (2017)
- » City of St. John's Cycling Master Plan, NL (2018)

### URBAN DESIGN

- » Town of Woodstock Downtown and Waterfront Master Plan, NB (2018)
- » City of Fredericton Urban Core Detailed Implementation, NB (2018)
- » Downtown Moncton Community Improvements Plan, NB (2017)

### IDENTITY AND WAYFINDING

- » Acadian Forest Cafe, Moncton NB (2018).
- » City of Moncton Downtown Centre Wayfinding Plan, NB (2018)
- » Magnetic Hill Zoo Wayfinding Master Plan, NB (2018)

trace

NATURAL ENVIRONMENTS | BUILT ENVIRONMENTS





## EDUCATION

### Civil Engineering Technology

New Brunswick Community College, 2012

### Multimedia and Graphic Design

CompuCollege, 2003

# nicole maxwell

## ARCHITECTURAL GRAPHIC TECHNOLOGIST

Nicole is an architectural graphic technologist. Her career with Trace Planning and Design began in 2012 working on projects ranging from conceptual and detailed site/building design, including resort master planning, urban park design and development, and urban streetscape initiatives in the Maritimes. She conducts field work that informs conceptual plans and provides the framework for technical construction drawings.

Nicole works exclusively in CAD and Trace's various modeling softwares, her design and imaging background provides an appropriate basis to create highly detailed master plan and public space models. The drawings clearly articulate design intent in two-dimensional space and three-dimensional digital model production.

## SELECT RECENT & RELATED PROJECTS

### LANDSCAPE ARCHITECTURE

- » Sobey Family Stellarton Town Square, NS (2017)
- » National RCMP Riverfront Memorial Site, Moncton NB (2016)
- » City of St. John's Mile Zero Plaza, NL (2017)

### URBAN PLANNING

- » City of St. John's Galway Master Plan, NL (2016)
- » Humphreys Brook Sustainable Community Master Plan, NB (2016)
- » Halls Brook Sustainable Master Plan, Moncton NB (2016)

### URBAN DESIGN

- » Downing Street Redevelopment, Moncton NB (2016)
- » City of Fredericton Urban Core Detailed Implementation. NB (2018)
- » Downtown Moncton Community Improvement Plan, NB (2017)

### IDENTITY AND WAYFINDING

- » City of Fredericton Parks Branding and Wayfinding Strategy, NB (2017).
- » Town of Shediac Gateway Plan, NB (2015)
- » Magnetic Hill Zoo Wayfinding Master Plan, NB (2018)

# trace

NATURAL ENVIRONMENTS | BUILT ENVIRONMENTS

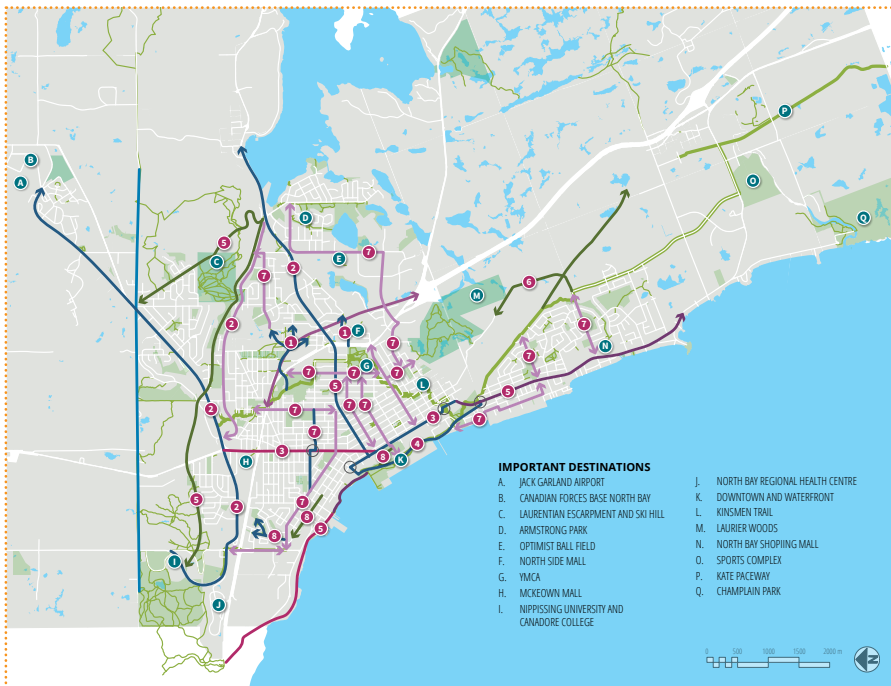


Appendix B

- Project Examples -



**client:** City of North Bay  
**contact:** Paula McCloskey  
 705 474-0626  
 paula.mccloskey@cityofnorthbay.ca



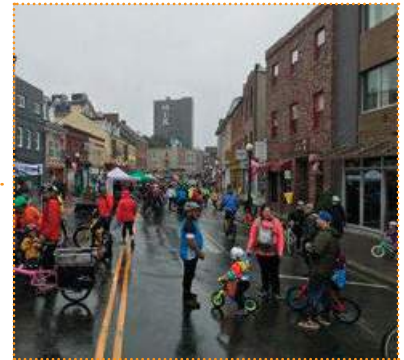
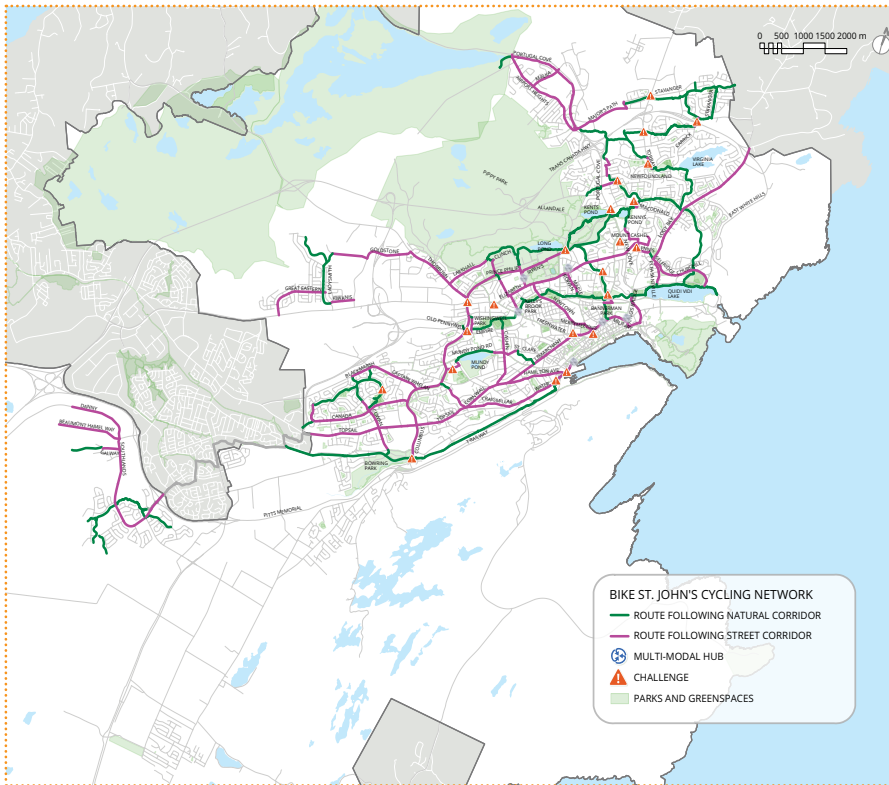
## Active Transportation Master Plan for the City of North Bay

The City of North Bay's Active Transportation Master Plan (ATMP) provides the necessary framework for future planning, upgrading, development, and expansion of the City's active transportation systems. Recognizing the city's growing need to expand its AT systems beyond the normal active and passive-based recreation-focused trail systems, the ATMP promotes, encourages, and increases daily commuter non-motorized transportation travel throughout the city. It is the result of an informed, iterative, and integrated planning process, involving relevant stakeholder groups and capturing the general public's imagination.

### PROJECT CHARACTERISTICS

» Focuses on the increase of daily, non-motorized commuter transportation throughout North Bay, expanding on existing active and passive-based recreation-focused trail systems.

**client:** City of St. John's  
**contact:** Brian Head  
 709 682-0757  
 bhead@stjohns.ca



## Bike St. John's Cycling Master Plan

The Cycling Master Plan's development took a 'ground-up' approach that explores the reasons residents cycle, starting from their front doors, into their neighbourhoods, communities, the city, and the greater region. An inclusive consultation process collected feedback from school children, a diverse range of cyclists, Memorial University of Newfoundland students and faculty, Bike St. John's outreach events, as well as the general public through a variety of digital fora and in-person sessions. The CMP provides a plan for implementing an AT network made up of greenways, trails, and streets that connect to important economic, recreation, and cultural destinations.

### PROJECT CHARACTERISTICS

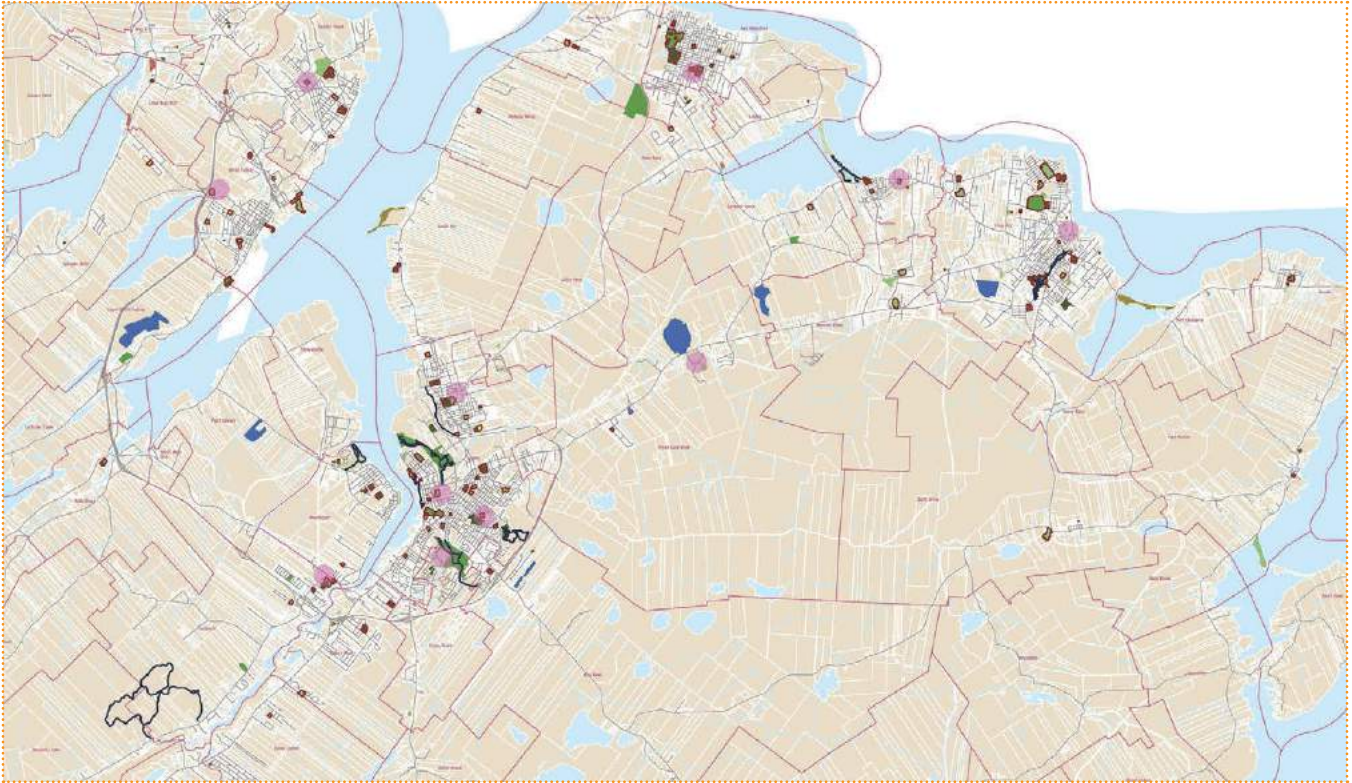
» Creating a 'be-spoke' plan with residents, for residents, specific to St. John's needs and unique physical and cultural characteristics, that establishes a welcoming city cycling network, utilized on a year-round basis.

client: Cape Breton Regional Municipality

contact: Bill Murphy

902.563.5005

btmurphy@cbrm.ns.ca



## Cape Breton Regional Municipality Recreation Master Plan

Trace was commissioned by the Cape Breton Regional Municipality to create a recreation network master plan that links all aspects of active and passive activity with all aspects of active and passive mobility. To do this, a comprehensive review of all physical recreation components as well as a review of all program components was undertaken to understand the cultural, capital and operational future of each (under the direction of all participating CBRM residents).

### PROJECT CHARACTERISTICS

- » Connections made or reinforced with programs, providers, places and events in the Region
- » Connections to existing and proposed recreation assets



## Downtown Moncton Community Improvement Plan

The City of Moncton commissioned Trace and their team to plan the next phase of urban development within the context of the evolving cultural core and opportunities created with the construction of the new downtown centre. The Downtown Community Improvement Plan provides the City and its partners with a master plan and roadmap to strengthening existing assets, as well as capitalizing on under-utilized lands and underserved market segments.

### PROJECT CHARACTERISTICS

- » form-based code and design guidelines
- » appropriate forms of urban architectural, streetscape, public space, mobility corridors and parking strategies
- » expands the best of the city's urban environment



client: Town of Riverview  
contact: Gerry Cole  
506.387.2031  
gcole@townofriverview.ca

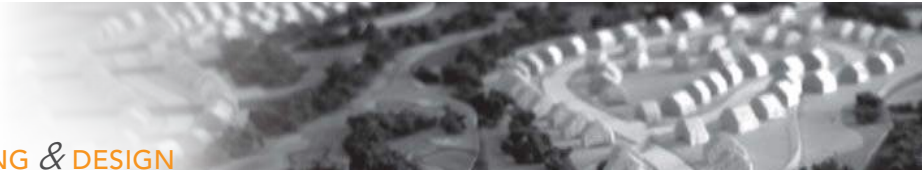


## Mill Creek Area Master Plan

Trace was commissioned to create a master plan for the creation of a new nature park and town centre within the Town of Riverview. The new core is to be created within the context of understanding and creating an ecological sponge that biofilters an expanding town. Also, active transportation, emerging residential markets are to be blended with a mixed-use retail district, a new civic centre, expanded and the new central park. The project is expected to be completely built by 2023.

### PROJECT CHARACTERISTICS

- » a new 600-acre nature park with both active and passive trails that connect to adjacent neighbourhood transportation networks.
- » a new downtown district complete with retail, entertainment and residential uses.
- » the 600-acre nature park will function as a recreational facility blended into a series of biofilters. The existing stream network will be enhanced as a series of bioswales that link treatment and recharge wetlands.
- » a new boating centre.



**client:** City of Moncton  
**contact:** Rod Higgins  
 506.853.3573  
 rod.higgins@moncton.ca



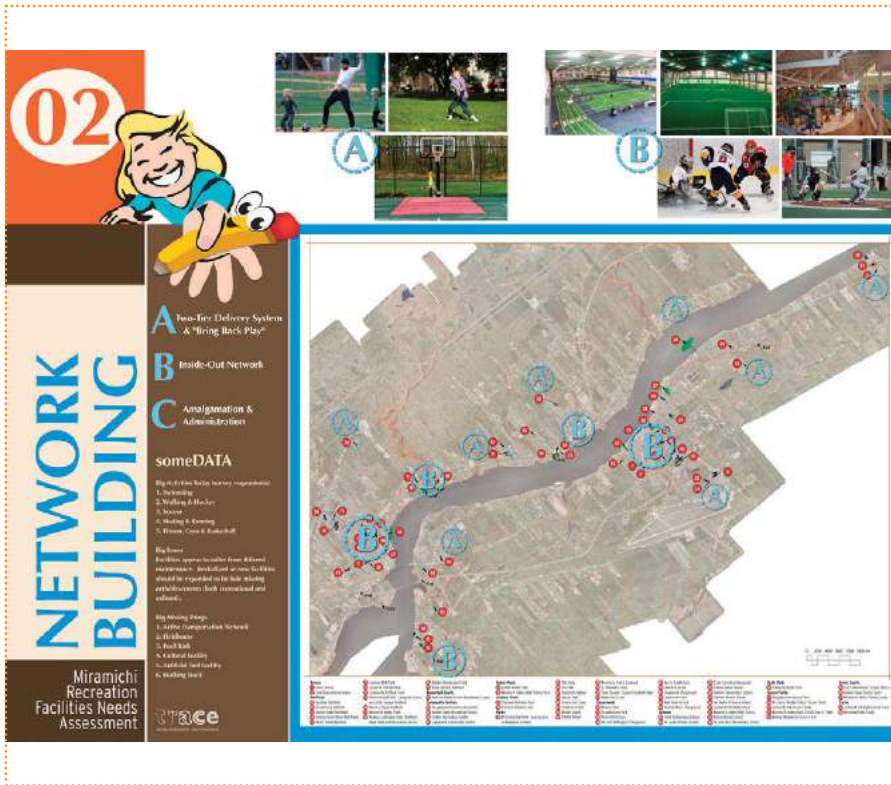
## Moncton Active Transportation Plan

Trace was commissioned by the City of Moncton to identify and propose a connected system for the promotion of Active Transportation. Shared streets, sidewalks, pathways and trails were identified and conflict issues were considered and addressed in the most suitable means to generate a regional system.

### PROJECT CHARACTERISTICS

- » Identify, develop networks for and encourage non-motorized modes of transportation throughout the City
- » Identify and develop regional trail and pathway connections
- » Identify and propose cycling friendly street networks





## Miramichi Recreation Assessment

The City of Miramichi commissioned Trace to develop a comprehensive Recreation Master Plan to examine all program and facility requirements for a 25-year growth window. Trace administered a series of personal and web-based survey techniques prior to working with residents and user groups on a detailed needs analysis (through workshop sessions). The result was a complete realignment of the parks and programs delivery system, complete with new civic facilities.

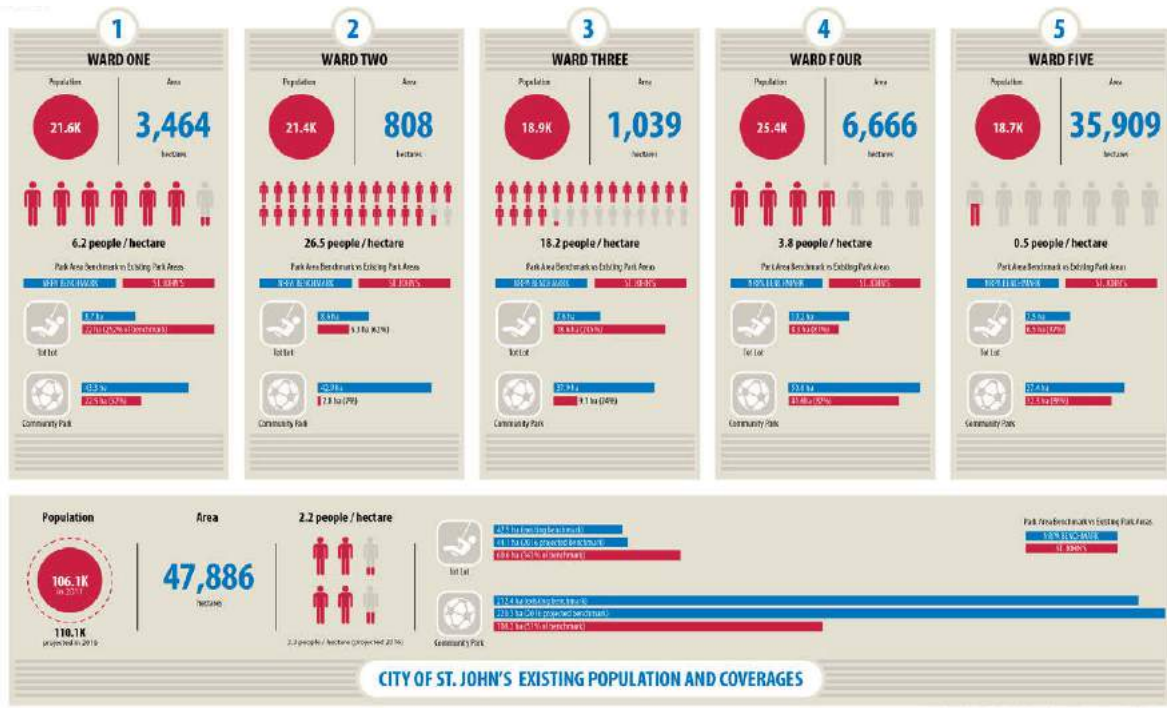
Sport groups suffer from volunteer exhaustion. This was remedied with the creation of a digital user group administration system. Although the city remained in a program support delivery model, Miramichi hosts the digital platform that allows volunteers to focus on the activity, and less on the administration of the activity.

### PROJECT CHARACTERISTICS

» The City's network of recreation facilities was previously based on the delivery of active sport programs. A realigned network will deliver a blended sport/lifestyle model.



client: City of St. John's  
 contact: David Crowe  
 709.576.5623  
 dcrowe@stjohns.ca



## St. John's Open Space Master Plan

To meet the evolving needs of a diversifying and expanding population, the City of St. John's commissioned Trace to develop a Parks and Open Space Master Plan. The plan was built on the notion that an existing network of parks, green spaces, trails and street corridors are to be given a revitalized vision and series of projects that 're-vectorize' these recreational products to meet resident needs. The following three questions define the objective that is resolved in the master plan: What is the present condition of our parks and open space network? What is a resident-based vision for a revitalized network? How does the present network evolve to realize the vision?





client: City of Moncton  
 contact: Rod Higgins  
 506.853.3573  
 rod.higgins@moncton.ca



## Moncton Recreation Master Plan

Trace was commissioned to develop a comprehensive master plan for the use of over 7000 parcels of city owned land. The process involved over a year of public consultations to determine the future of recreation in Moncton thereby determining which lands to keep and develop or release to raise revenue for park space development.

### PROJECT CHARACTERISTICS

- » Connections made and / or reinforced throughout the City through Active Transportation initiatives (trails, bike lanes, sidewalks)
- » Connections to existing and proposed parks including infrastructure upgrades



client: Town of Stratford  
 contact: Jeremy Crosby  
 902.569.6923  
 JCrosby@town.stratford.pe.ca



## Stratford Active Transportation Plan

Trace was commissioned by the Town of Stratford to develop an Active Transportation plan. The plan has focused on overall active transportation circulation, and strategic locations and connections throughout the AT network. Access to Stratford via the bridge was essential to the plan, as were community level trail connections.

### PROJECT CHARACTERISTICS

- » Overall Town plan for promoting Active Transportation
- » Development of strategic AT network connections and locations to promote accessibility, and a variety of modal systems

client: City of Fredericton  
contact: Julie Baker  
506.460.2626  
julie.baker@fredericton.ca



## Carleton Park Improvement Plan

The City of Fredericton commissioned Trace to conduct an analysis of the existing site and context to understand park function, condition and context, as well as the special features that should be conserved to ensure an enduring park presence for Fredericton's future generations. Trace worked closely with City of Fredericton and Province of New Brunswick staff to understand operational and environmental challenges of a park bordering the Saint John River and worked with residents to develop an ideas map that describes desired long-term improvements in the park. The final plan brings all ideas together into a single improvements plan with long-term implementation plan, complete with present-day valued budget estimates for council acceptance.

### PROJECT CHARACTERISTICS

- » Assessment of park with bordering the Saint John River
- » Vision plan for the park based on the desires of its users of all ages

client: City of Moncton  
contact: Catherine Dallaire  
506.853.3459  
catherine.dallaire@moncton.ca



## RCMP Memorial Site

Trace received a commission from the Federal Department of Public Safety, the RCMP, the Province of New Brunswick and the City of Moncton to design and project manage a site to commemorate the loss of three Moncton RCMP members in 2014. The design incorporates both contemporary and traditional materials with a significant public art component to create one of Canada's finest expressions of landscape architecture.

### PROJECT CHARACTERISTICS

- » Integrated with surroundings at an existing public space
- » Collaborative process with the artist to site the monument and develop the visitor experience

client: City of Fredericton  
contact: Julie Baker  
506.460.2626  
julie.baker@fredericton.ca



## Wilmot Park Improvement Plan

The City of Fredericton commissioned Trace to conduct an analysis of the existing site and context to understand park history, function and condition, as well as the special features that should be conserved to ensure the original dedication is sustained in perpetuity. Trace worked closely with City of Fredericton staff to understand operational and challenges of a park with special well-field protection requirements and worked with residents to develop an ideas map that describes desired long-term improvements in the park. The final plan brings all ideas together into a single improvements plan with long-term implementation plan, complete with present-day valued budget estimates for council acceptance.

### PROJECT CHARACTERISTICS

- » Assessment of historic park with well field protection requirements
- » Vision plan for the park based on the desires of its users of all ages

client: Sobeys Atlantic Inc.  
 contact: Joe Fiander  
 902.752.8371  
 joe.fiander@sobeys.com



## Sobeys No.1 Site

The Sobeys Atlantic Inc. corporation, in association with the Sobeys Family Foundation, commissioned Trace to develop a public square master plan that celebrates the first Sobeys store and Frank H. Sobeys; the person who brought the corporation from one store to a multi-store national brand. The square includes historic interpretation incorporated with active and passive community play.

### PROJECT CHARACTERISTICS

- » The square features a mixed surface plaza complete with acrylic cover over waterplay surface.
- » Historic family interpretation is integrated with play elements and seating.
- » Lighting is limited to ground surface lighting and in-bench lighting that limits and illumination of the sky (from within the plaza).





client: City of Fredericton  
contact: Juan Estepa  
506.460.2062  
juan.estepa@Fredericton.ca



## Officers' Square

Trace was commissioned by the City of Fredericton to develop detailed concept and construction plans for the re-creation of one of Canada's most significant public spaces. The plan development process included extensive consultation, evolutionary planning, conceptual master planning and detailed design that ensures Officers' Square is a national focal point for the next 100 years.

### PROJECT CHARACTERISTICS

- » Increased adaptability of the square for informal and event use.
- » Paving pattern that speaks to the functionality and readability of the space.
- » Placement of cultural icons at key viewplanes or functional destinations to ensure sustained historic relevance.

client: City of Fredericton Parks Department  
contact: Michelle Horncastle  
506.460.2236  
michelle.horncastle@fredericton.ca



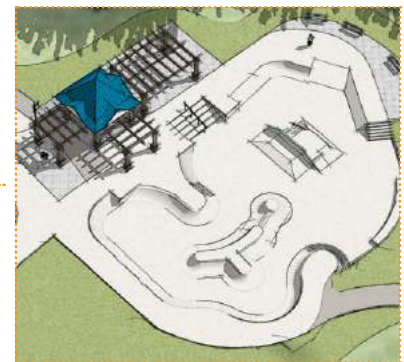
## Fredericton WaterPlay Facilities

The City of Fredericton commissioned Trace to develop plans for the creation of nine splashpads that will function as either neighbourhood or civic aquatic play sites. Working with residents, Trace developed a series of thematic aquatic sites relevant to local or regional history.

### PROJECT CHARACTERISTICS

- » energy and chemical efficient water treatment system
- » water play features for various ages and play types
- » integrated beach space for parents; therefore, the park visit is enjoyable for youth and accompanying adults

client: Ville de Dieppe  
 contact: Luc St. Jules  
 506.877.7953  
 luc.stjules@dieppe.ca



## Sk8 Anselme

Sk8 Anselme is a proposed at grade and excavated skate park commissioned by the Ville de Dieppe to be located at the entrance to St. Anselme Rotary Park. Two bowls are proposed for introductory and advanced skill levels; one at four feet deep and the other at six feet deep. The detailed plan also incorporates flatland tricks, rails and sub boxes. Shade structures and seating provide shelter for both skaters and spectators.

### PROJECT CHARACTERISTICS

- » One four-foot and one six foot deep bowl for introductory and intermediate skill levels
- » A combination of tricks and ramps for a variety of skill levels
- » Shade structures for skaters and spectators
- » High profile corner location of popular park



client: City of Moncton  
 contact: Bruce Dougan  
 506.877.7719  
 bruce.dougan@moncton.ca



## Magnetic Hill Zoo Wayfinding Plan

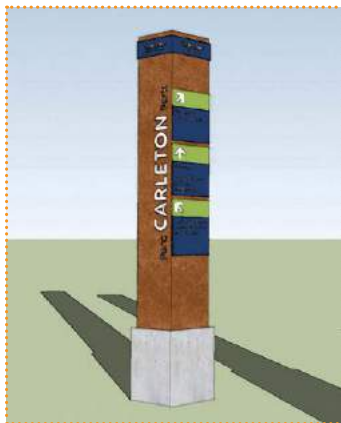
Magnetic Hill Zoo commissioned Trace to develop a comprehensive wayfinding plan for visitors including new mapping and signage. Gateway signs at each of the geographic regions of the zoo work with secondary wayfinding signs located along the pathway network. The use of colour, icons and minimal text make the system easy to use for visitors of all ages. Chalkboard panels were included on the gateway signs for daily event updates.

### PROJECT CHARACTERISTICS

- » Developed custom wayfinding signage, including gateway, secondary and animal interpretive panels
- » Creation of new wayfinding map, in panel and print form
- » Custom color palette, icons and themes were developed



**client:** City of Fredericton  
**contact:** Julie Baker  
 506 260-3113  
 julie.baker@fredericton.ca



## Fredericton Parks and Trails Signage Plan

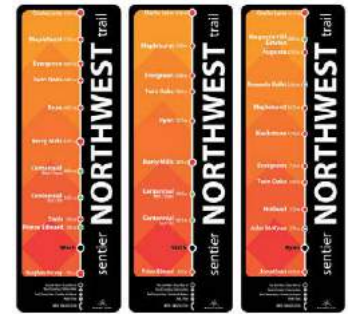
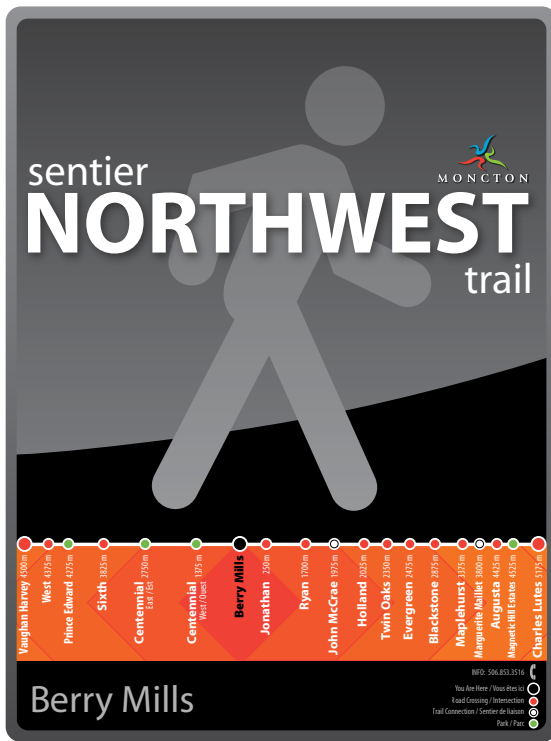
Trace was commissioned by the City of Fredericton to develop comprehensive custom park and trail signage plan for implementation throughout the City. The signage hierarchy considers regional, municipal and neighbourhood parks, as well as parkettes, open spaces and other destinations within these spaces. Directional and wayfinding signage is customized for use within the parks and trail systems, using a consistent colour scheme, branding, graphics and messaging.

### PROJECT CHARACTERISTICS

- » Developed custom signage plan with hierarchy for park type
- » Bilingual signage
- » Custom color palette, icons and themes



client: City of Moncton  
 contact: Michelle McAloon  
 506.386.5996  
 michelle.mcaloon@moncton.ca



## City of Moncton Trail Signage

Trace was commissioned by the City of Moncton to develop a custom trail signage system as part of the Active Transportation Plan. Signage components developed were similar to subway mapping systems with 'stops' marked along a line. Included in the signage campaign are major trailhead signs, reassurance signs along trails, signs at road and street junctions, trail and trail junctions and where the trail might need to use a portion of a local road.

### PROJECT CHARACTERISTICS

- » Custom signage for City trail system
- » Hierarchy of signage types to identify and reassure along the trailway



Appendix C  
- Insurance  
Compliance -

5A PACIFIC AVENUE  
MONCTON, N.B. E1E 2G2  
PHONE (506) 857-4051  
FAX (506) 857-4093  
E-MAIL reception@jonesinsurance.ca  
www.jonesinsurance.ca

**Liability Insurance  
Statement of Coverage  
April 3, 2019**

This is to advise that 670493 NB Inc. o/a Trace Planning & Design carries Commercial General Liability Insurance as follows:

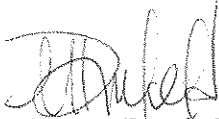
CGL Each Occurrence Limit	\$5,000,000
Products – Completed Operations Aggregate Limit	\$5,000,000
Personal and Advertising Injury Liability Limit	\$5,000,000

This coverage is provided by Portage Mutual under policy No.CP685950

Expiry date is September 8, 2019

This is provided for information purposes only. Policy terms govern.

Yours truly,  
Jones Insurance Service Ltd.



Nancy Dunfield, BBA C IP  
Commercial Department







ENCON Group Inc.  
500 – 1400 Blair Place  
Ottawa, Ontario K1J 9B8  
Telephone 613-786-2000  
Facsimile 613-786-2001  
Toll Free 800-267-6684  
www.encon.ca

# Certificate of Insurance

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Issued to: To Whom It May Concern

Professional Liability Insurance  
Policy LAR514978

1. NAMED INSURED: 670493 NB INC. (DBA TRACE PLANNING &  
DESIGN)  
646469 NB INC. (DBA COLLABPLAN LANDSCAPE  
ARCHITECTURE & PLANNING STUDIO)

2. INSURED'S Address: PO BOX 1784 STATION MAIN  
MONCTON NB E1C 9X6

3. POLICY PERIOD: from 08 September 2018 to 08 September 2019  
at 00:01 local time at the INSURED'S address  
shown above without tacit renewal

4. Limits of Liability: \$ 2,000,000 per CLAIM  
\$ 2,000,000 per POLICY PERIOD

5. DEDUCTIBLE: \$ 2,000 per CLAIM

\* All amounts shown in Canadian dollars

6. INSURERS: Aviva Insurance Company of Canada 25.0%  
Temple Insurance Company 25.0%  
Everest Insurance Company of Canada 20.0%  
Arch Insurance Canada Ltd. 15.0%  
XL Reinsurance America Inc. 15.0%

This certificate provides the above NAMED INSURED with coverage under the  
aforementioned POLICY on file with the INSURERS subject to the terms and  
conditions thereof and the above limits of liability and DEDUCTIBLE.

The INSURERS have duly authorized ENCON Group Inc. to execute and sign this  
Certificate of Insurance.

Dated: 31 August 2018

---

David G. Cook, President  
Authorized Representative

## WSIB ONTARIO

Trace Planning and Design currently has workers' compensation coverage through WorkSafe NB and Workplace NL. Should we be selected to complete this recreation master plan, we will secure coverage through WSIB and provide a clearance certificate to the City.



**Assessment Services**  
1 Portland St, PO Box 160  
Saint John NB E2L 3X9  
Toll free 1 800 222-9775  
www.worksafenb.ca

**Services des cotisations**  
1, rue Portland, case postale 160  
Saint John NB E2L 3X9  
Sans frais 1 800 222-9775  
www.travailsecuritairenb.ca

2019-08-05

Dear Client:

*CI*

This is to confirm that the following employer(s) account with WorkSafeNB is(are) active and in **good standing** for the 2019 calendar year.

This letter is valid for 45 days.

<b>Employer Number</b>	<b>Employer Name</b>	<b>Trade Names</b>
617994	670493 NB INC	TRACE PLANNING AND DESIGN

Under section 70 of the **Workers' Compensation Act**, the principal is equally liable for unpaid assessments of the contractor or subcontractor. We recommend that you obtain an up-to-date clearance certificate before making any final settlement with a contractor.

If you require further information, please do not hesitate to contact our office.

Assessment Services

**trace**  
NATURAL ENVIRONMENTS | BUILT ENVIRONMENTS

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

**By-law No. 2019-138**

**Being a by-law to enter into a Lease Agreement with 1568133 Ontario Inc. (o/a Active 1 Source for Sports) for the rental of the Skate Sharpening Booth at the Don Shepherdson Memorial Arena**

**Whereas** under Section 8 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, the powers of a municipality shall be interpreted broadly to enable it to govern its affairs as it considers appropriate and to enhance the municipality's ability to 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-043-2019 at the September 3, 2019 Regular Council meeting and directed staff to prepare the necessary by-law to enter into a three (3) year lease agreement with Active 1 Source for Sports for the use of the Skate Sharpening Booth at the Don Shepherdson Memorial Arena;

**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 are hereby authorized to sign and seal a lease agreement with 1568133 Ontario Inc. (o/a Active 1 Source for Sports) for the rental of the Skate Sharpening Booth at the Don Shepherdson Memorial Arena for the period covering September 1, 2019 to August 31, 2022, a copy of which is 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 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 3<sup>rd</sup> day of September, 2019.

---

Mayor – Carman Kidd

---

Clerk – David B. Treen

This agreement made the 3<sup>rd</sup> day of September, 2019.

Between:

**City of Temiskaming Shores**  
(Hereinafter called the “City”)

And:

**1568133 Ontario Inc. – o/a Active 1 Source for Sports**  
(Hereinafter called the “Operator”)

**Whereas** the City is the owner of the Don Shepherdson Memorial Arena Skate Sharpening Booth;

**And whereas** the parties hereto have agreed to enter into this agreement for a three (3) year lease to start September 1<sup>st</sup>, 2019;

### **1.0 Premises**

The City hereby leases to the Operator the Don Shepherdson Memorial Arena Skate Sharpening Booth.

### **2.0 Term and Rate**

The term of this lease runs from September 1, 2019 – August 31, 2022.

The Operator shall pay to the City of Temiskaming Shores \$1,400.00 per year plus HST from September to August. Rent is payable to the City in seven (7) equal monthly payments from September to March.

The Operator shall pay \$357.37 for yearly hydro costs to be paid in September of each year. A 5% increase to the hydro cost will be applied annually.

### **3.0 Services**

The tenant shall provide the service of skate sharpening.

### **4.0 Tenant’s Covenants**

#### **4.1 Maintenance and Repairs**

The Tenant during the term of the lease shall keep the leased areas and the adjacent property, used by patrons, in good repair.

#### **4.2 Use of Building**

The Tenant shall not allow the building and/or property to be used for any purpose other than to carry on the business of skate sharpening.

#### 4.3 Assigning of Subletting

The Tenant may not assign temporary use to other bodies unless prior written consent is received from the City. The Operator will be responsible for all provisions of this agreement when temporary use is assigned to other bodies.

#### 4.4 Cleanliness

The Tenant shall be responsible for janitorial services of the Skate Sharpening Booth to be kept in a state acceptable to the Temiskaming Health Unit and the City.

#### 4.5 Indemnify

To indemnify and save harmless the City against and from any and all claims by or on behalf of any person or persons, firm or firms, or corporation or corporations arising from the conduct or any work, by or through any act of negligence of the Tenant or any assignee, subtenant, agent, contractor, servant, employee or licensee of the Tenant.

#### 4.6 Insurance

Not to use the Lands or permit them to be used for any purpose which may render the insurance on the building void and if the rate of insurance is increased as a result of anything done upon the Lands by the Tenants, the Tenant premiums are so increased. In addition, and in any event, the Tenant shall during the term of the lease and any renewals, at its sole costs and expense, keep in full force and effect, in the names of the Landlord and the Tenant, General Liability Insurance, in joint names of the Tenant and the City of Temiskaming Shores, applying to all operations of the Tenant, which shall include bodily injury liability and property damage liability, such policy or policies shall be for not less than \$1,000,000 (Canadian).

#### 4.7 Alterations

Except as herein provided, not to make or permit to be made any structural alteration, addition, change or improvement to the Booth Area without obtaining prior written approval of the City which approval shall not be unreasonably withheld.

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.

### **5.0 City's Covenants**

#### 5.1 Garbage

The City will cover garbage bin fees.

#### 5.2 Entry by City

The City or its agents shall enter upon the premises at anytime and from time to time for the purpose of inspecting and making repairs, alterations or improvements to the booth area.

### 5.3 Non-waiver

Any condoning, excusing or overlooking by the City of any default breach or non-observance by the Tenant of any covenant, proviso or condition herein contained does not operate as a waiver of the City rights hereunder in respect of any continuing or subsequent default, breach or non-observance, nor defeat or affect in any way the rights of the City hereunder in respect of any continuing or subsequent default, breach or non-observance, and all rights and remedies herein contained on the part of the City are deemed to be cumulative and not alternative.

## 6.0 Provisions

Provided always and it is hereby agreed as follows:

### 6.1 Amendments

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.

### 6.2 Damage to Lands

The City shall not be liable nor responsible in any way for any loss of or damage or injury to any property belonging to the Tenant to employees of the Tenant to any other person while in the Booth unless such loss, damage or injury shall be caused by the negligence of the City or its employees, servants or agents and the City shall not be liable in any event 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 Booth or from the water, steam or drainage of the Booth or from any other place or quarter not for any damage caused by or attributable to the condition or arrangement of any electric or other wiring not for any damage caused by anything done or omitted by any other Tenant.

### 6.3 Effect of Agreement

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

### 6.4 Impossibility of Performance

It is understood and agreed that whenever and to the extent that the City 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 service or utility or the doing of any work or the making of any repairs because it is unable to obtain the material, good, 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 City shall be relieved from the fulfillment of such obligation and tenant shall not be entitled to compensation for any inconvenience, nuisance or discomfort thereby occasioned.

**Remainder of Page left blank intentionally**



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

Signed and Sealed in )  
the presence of )

**1568133 Ontario Inc. (o/a Active 1 Source for Sports)**

\_\_\_\_\_  
Owner – Michele Lamoureux

\_\_\_\_\_  
Witness - Signature  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Municipal Seal )

**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. 2019-139**

**Being a by-law to enter into an agreement with Her Majesty the Queen in Right of Canada as represented by the Ministry of Industry – FedNor to implement a Culinary Tourism Strategy for the Lake Temiskaming Tour – Project No. 851-512497**

**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 -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-044-2019 at the August 13, 2019 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an agreement with Ministry of Industry (FedNor) to implement a Culinary Tourism Strategy for the Lake Temiskaming Tour for consideration at the September 3, 2019 Regular Council meeting.

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

1. That the Mayor and Clerk be authorized to enter into a funding agreement with Her Majesty the Queen in Right of Canada as represented by the Ministry of Industry (FedNor) for funding assistance to implement a Culinary Tourism Strategy for the Lake Temiskaming Tour, a copy 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 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 3<sup>rd</sup> day of September, 2019.

---

Mayor – Carman Kidd

---

Clerk – David B. Treen



Schedule “A” to

**By-law No. 2019-139**

Agreement between

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

and

**Her Majesty the Queen in Right of Canada**

as represented by the Ministry of Industry (FedNor) to  
implement a Culinary Tourism Strategy for the Lake  
Temiskaming Tour – Project No. 851-512497



Innovation, Science and  
Economic Development Canada

FedNor  
19 Lisgar Street  
Suite 307  
Sudbury, Ontario  
P3E 3L4

Innovation, Sciences et  
Développement économique Canada

FedNor  
19, rue Lisgar  
Bureau 307  
Sudbury (Ontario)  
P3E 3L4

**JUL 3 1 2019**

Project Number: 851-512497

Mr. Carman Kidd  
Mayor  
The Corporation of the City of Temiskaming Shores  
325 Farr Drive, P.O. Box 2050  
Haileybury ON P0J 1K0

Dear Mr. Kidd:

**Re: Contribution to The Corporation of the City of Temiskaming Shores**

I am pleased to advise that FedNor is prepared to provide support of up to \$193,000 towards incorporating a Culinary Tourism Strategy into the Temiskaming Lake Tour initiative.

Enclosed you will find a Contribution Agreement setting out the terms for our support. Please make note of section 9.0 of your Agreement referring to announcements and FedNor funding acknowledgement. You will be contacted by FedNor to arrange details for the official announcement and until then we ask that you refrain from publicly referencing or announcing the project approval. Mrs. Denise Deschamps of our North Bay office is available to answer any questions you may have and may be reached at (705) 471-3276 or toll-free at 1-877-333-6673 ext. 3276. I would ask that you return a signed copy of the contract to my attention in our Sudbury office to acknowledge your acceptance.

This Contribution Agreement is open for acceptance for 60 days from the date that appears on its face after which time it will become null and void. The date of acceptance shall be the date the duplicate copy of this Agreement, unconditionally accepted and duly executed by the Recipient, is received by the my office.



Innovation, Science and  
Economic Development Canada

FedNor  
19 Lisgar Street  
Suite 307  
Sudbury, Ontario  
P3E 3L4

Innovation, Sciences et  
Développement économique Canada

FedNor  
19, rue Lisgar  
Bureau 307  
Sudbury (Ontario)  
P3E 3L4

Protected B

Project Number: 851-512497

**THIS AGREEMENT made as of: JUL 31 2019**

**BETWEEN**

**HER MAJESTY THE QUEEN IN RIGHT OF CANADA**  
as represented by the Minister of Industry  
(the "Minister")

**– AND –**

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

WHEREAS in response to an application from the Recipient received May 29, 2019, the Minister has agreed to provide a non-repayable Contribution to the Recipient (the Minister and the Recipient collectively referred to as the Parties and individually as a Party) under the Northern Ontario Development Program for the Project described in Annex 1 on the terms and conditions herein contained.

IN CONSIDERATION of the mutual covenants and agreements herein contained (the receipt and sufficiency of which is hereby acknowledged), the Parties hereto hereby covenant and agree as follows:

## 1.0 **The Agreement**

### 1.1 a) The following Annexes form part of this Agreement:

Annex 1 – The Project – Statement of Work

Annex 2 – Costing Memorandum

Annex 3 – Recipient representation documents per section 8.0

(collectively the "Agreement")

This Agreement supersedes all prior agreements, documents, undertakings and negotiations, whether oral or written of the Parties, related to its subject matter.

- b) Neither this Agreement nor any part thereof shall be assigned by the Recipient without the prior written consent of the Minister.
- c) This Agreement shall enure to the benefit of and be binding upon the Recipient, its successors and permitted assigns.
- d) No amendment to this Agreement shall be effective unless it is made in writing and signed by the Parties hereto.

### 1.2 Precedence

In the event of, and only to the extent of, any conflict or inconsistency between the part of the Agreement that precedes the signatures of the Parties, and the annexes that follow, the part of this Agreement that precedes the signatures of the Parties shall apply. The order of precedence amongst the annexes of this Agreement will be:

Annex 1 – The Project – Statement of Work

Annex 2 – Costing Memorandum

### 1.3 Headings

The headings used in this Agreement are inserted for convenience of reference only and shall not affect its interpretation.

### 1.4 Date of Acceptance

The date of acceptance shall be the date the duplicate copy of this Agreement, unconditionally accepted and duly executed by the Recipient, is received by the Minister (the "Date of Acceptance").

## 1.5 Duration of Agreement

This Agreement comes into force on the Date of Acceptance and will terminate twelve (12) months after:

- a) the Completion Date; or
- b) upon the date on which all amounts due by the Recipient to the Minister under this Agreement, have been paid in full,

whichever is the later, unless terminated earlier in accordance with the terms of this Agreement.

## 1.6 Survival

Notwithstanding the provisions of subsection 1.5 above, the rights and obligations of the Parties set forth in the following sections, shall survive the expiry or early termination of this Agreement, and shall remain in full force and effect for a period of six (6) years after the expiry or early termination of this Agreement:

- a) Section 4 – Total Canadian Government Funding
- b) Section 7 – Monitoring and Audit
- c) Section 8 – Representations
- d) Section 11 – Indemnification and Limitation of Liability
- e) Section 12 – Default and Remedies
- f) Section 13 – General

## 2.0 **The Project**

2.1 The Recipient shall ensure that the Project described in Annex 1 (the "Project") commences on or before August 1, 2019 (the "Commencement Date") and is completed on or before December 31, 2020 (the "Completion Date").

2.2 The Recipient shall not alter the scope, timing or location of the Project without the prior written consent of the Minister.

**3.0 The Contribution**

3.1 The Minister will make a Contribution (the "Contribution") to the Recipient in respect of the Project in an amount not exceeding the lesser of:

- a) 89.8% of the incurred Eligible & Supported Costs of \$215,000 of the Project outlined in Annex 1, and
- b) \$193,000.

3.2 The Minister shall not normally contribute to any Eligible and Supported Costs incurred prior to May 28, 2019 or later than the Completion Date.

The Minister shall not make any payment of the Contribution in respect of costs for which the Recipient has entered into a legal commitment prior to the Application Received Date.

3.3 Notwithstanding 3.2 the Minister may, at his or her sole discretion, limit to 10% of the Contribution the amount paid towards Eligible and Supported Costs incurred by the Recipient between the date that the completed and signed Application was received and the Commencement Date.

3.4 The Recipient shall use the Contribution solely and exclusively to support the Eligible and Supported Costs of the Project as detailed in Annexes 1 and 2 and shall carry out the Project in a diligent and professional manner.

3.5 The Recipient shall be responsible for all costs of the Project, including cost overruns, if any.

3.6 Payment by the Minister of amounts due under this Agreement shall be conditional on there being a legislated appropriation for the fiscal year of the Government in which the payment is due. The Minister shall have the right to terminate or reduce the Contribution in the event that the amount of the appropriation is reduced or denied by Parliament. In the event that any portion of the Contribution has been paid to the Recipient and the legislated appropriation for the fiscal year of the Government in which such payment is made is not obtained, the Minister shall have the right to recover the amount so paid from the Recipient.



#### 4.0 **Total Canadian Government Funding**

- a) The Recipient hereby confirms that for the purposes of this Project, the following additional sources of Canadian government funding including without limitation, federal, provincial, municipal or local government assistance has been requested or received:

Destination Northern Ontario	\$6,000
------------------------------	---------

- b) The Recipient shall promptly inform the Minister in writing in the event additional Canadian government funding for the purposes of this Project has been requested or received during the Term of this Agreement and acknowledges and agrees that an adjustment to the amount of the Contribution and a request for repayment of part or all of the amounts paid to the Recipient may be made as a result thereof. The amount of such repayment requested will constitute a debt due to Her Majesty and will be recovered as such from the Recipient.
- c) In no instance will the total Canadian government funding towards the Eligible Costs be allowed to exceed one hundred percent (100%) of the total Eligible Costs.

#### 5.0 **Intellectual Property**

- 5.1 Title to any intellectual property created solely by the Recipient as part of or in respect of the Project will vest with the Recipient or will be determined by applicable Canadian law.

#### 5.2 Copyright

All reports and other information that the Minister collects, manages or has a right to receive or produce in accordance with this Agreement, or that the Recipient collects, creates, manages and shares with the Minister, shall be deemed to be "Canada Information". The Minister shall have the right, subject to the provisions of the Access to Information Act, to release to the public, table before Parliament, or publish by any means, any Canada Information, including such excerpts or summaries of the Canada Information as he or she may, from time to time, determine.

## 6.0 Claims and Payments

### 6.1 Payment Procedures

Payments will be made on the basis of documented claims for reasonable eligible and supported costs incurred. Reporting requirements, specific to the Project are detailed in Annex 1.

- a) The Recipient shall submit claims for Eligible and Supported Costs incurred, in a form satisfactory to the Minister. Each claim will include the following information:
  - i) a list of Eligible and Supported Costs incurred;
  - ii) a certification, by an authorized signatory of the Recipient, with respect to the accuracy of the claim and submitted documentation and with respect to its compliance with the terms and conditions of the Agreement; and
  - iii) any other documentation in support of the claim as may be required by the Minister.
- b) The Minister shall review and approve the documentation submitted by the Recipient following the receipt of the Recipient's claim, or will notify the Recipient of any deficiency in the documentation submitted which deficiency the Recipient shall immediately take action to address and rectify.
- c) Subject to the maximum Contribution amounts set forth in subsection 3.1 and all other conditions in this Agreement, the Minister shall pay to the Recipient the Minister's portion of the Eligible and Supported Costs set forth in the Recipient's claim in accordance with the Minister's customary payment practices.
- d) The Minister may request at any time that the Recipient provide satisfactory evidence to demonstrate that all Eligible and Supported Costs claimed have been paid.
- e) The Minister may require that any claim submitted for payment of the Contribution be certified by the Recipient's external auditor or by an auditor approved by the Minister.

## 6.2 Final Claim Procedures

- a) In addition to the requirements set out in subsection 6.1, the Recipient's final claim for any Eligible and Supported Costs and/or the final reconciliation of any outstanding advances, accompanied by the following, in a form satisfactory to the Minister in scope and detail:
  - i) a final statement of total Project costs;
  - ii) a statement of the total funding provided from all sources for the Project, including total Canadian government funding received;
  - iii) a Final Activity Report on the Project;
  - iv) a Final Results Report on the outcomes and impacts of the Project for evaluation purposes, as described in Annex 1; and
  - v) a certification, by an authorized signatory of the Recipient, that this is the final claim for payment and includes all final Eligible and Supported Costs Incurred and Paid submitted for payment.
- b) The Recipient shall submit the final claim for Eligible and Supported Costs to the satisfaction of the Minister no later than six (6) months after the Completion Date or early Termination Date of the Project. The Minister shall have no obligation to pay any claims submitted after that date.

6.3 If the Recipient earns any interest as a consequence of an advance payment of the Contribution or earns any revenue as a result of the Project or if it receives any revenue from another level of government for the Project, the Minister may in his or her absolute discretion reduce the Contribution by all or by such portion of the revenue (including the interest) as he or she deems appropriate.

## 6.4 Holdback

Notwithstanding any other provision of this Agreement, the Minister may, at the Minister's sole discretion, withhold up to 10% of the Contribution amount until:

- a) the Project is completed to the satisfaction of the Minister;
- b) the Final Report has been submitted to the satisfaction of the Minister;
- c) audits, where required by the Minister have been completed to the satisfaction of the Minister; and
- d) the Minister has approved the final claim described in subsection 6.2.

## 6.5 Overpayment or Non-entitlement

Where for any reason the Recipient is not entitled to the Contribution or the amount paid to the Recipient exceeds the amount to which the Recipient is entitled, the Contribution or the amount in excess, as the case may be, shall constitute a debt due to Her Majesty the Queen in Right of Canada and shall be recovered as such from the Recipient. The Recipient shall repay the Minister promptly and in any case no later than 30 days from the date of the Minister's demand for payment, the amount of the Contribution disbursed or the amount of the overpayment, as the case may be, together with the average bank interest rate in accordance with the Interest and Administrative Charges Regulations, in effect on the due date, plus 3% compounded monthly on overdue balances payable, from the date of the demand, until payment in full is received by the Minister.

## 6.6 Sharing Ratios

If the Minister makes individual payments that represent higher sharing ratios than those authorized for the total Contribution, in no event shall the overall sharing ratio calculated on the total Eligible and Supported Costs of the Project exceed the maximum authorized sharing ratios as provided in subsection 3.1 a.

## 6.7 Advance Payments

Where the Minister is satisfied and has determined that the Recipient requires an advance against the Contribution amounts payable under this Agreement in order to meet cash flow requirements of the Recipient and that the advance payment is critical for the success of the Project, the Minister may, at his or her sole discretion, make advance payments to the Recipient.

## 7.0 **Monitoring and Audit**

7.1 For evaluation purposes, the Recipient shall, in addition to reporting measures outlined in subsections 6.1 and 6.2, submit performance reports on the schedule outlined in Annex 1.

7.2 The reports referred to in subsection 7.1 shall contain information sufficient to allow the Minister to assess the progress of the Project (e.g. work completed to date). Upon request of the Minister and at no cost to him, the Recipient will promptly elaborate upon any report submitted.

- 7.3 The Minister may request that the Recipient submit to him a copy of its financial statements (audited, if produced), within 120 days of each Recipient fiscal year end or within such longer period as may be authorized by the Minister.
- 7.4 The Recipient shall provide to the Minister a copy of any report or publication produced as a result of this Agreement, whether interim or final, as soon as the same becomes available.
- 7.5 The Recipient shall, throughout the term of this Agreement, at its own expense:
- a) keep, maintain, preserve and make available for audit and examination by the Minister's representatives, proper books, accounts and records of the costs of the Project, wherever such books, and records may be located, and permit any authorized representative of the Minister to conduct such independent audits and evaluations as the Minister in his or her discretion may require;
  - b) permit any authorized representatives of the Minister reasonable access to the Recipient's premises to inspect and assess the progress and results of the Project; and
  - c) supply promptly, on request, such information in respect of the Project and its results as the Minister may require for purposes of this Agreement and for statistical purposes.
- 7.6 The Minister shall have the right, at his or her own expense, and as and when he or she determines necessary, to perform audits of the Recipient's books, accounts, records, financial statements and claims for Eligible and Supported Costs, and the Recipient's administrative, financial and claim certification processes and procedures, for the purposes of verifying the costs of the Project, validating claims for Eligible and Supported Costs, ensuring compliance with the terms of this Agreement, and confirming amounts repayable to the Minister under the provisions of this Agreement.
- 7.7 Any audits performed hereunder will be carried out by auditors selected by the Minister, which may include any of the following: Department of Industry officials, an independent auditing firm, and the Recipient's external auditors. The Minister will provide the Recipient with a description of the scope and criteria of the audit and the expected time frames for completion of the audit and public release of the related reports.

## 7.8 Auditor General of Canada

The Recipient acknowledges that the Auditor General of Canada may, at the Auditor General's cost, after consultation with the Recipient, conduct an inquiry under the authority of subsection 7.1(1) of the Auditor General Act in relation to any funding agreement (as defined in subsection 42(4) of the Financial Administration Act) with respect to the use of funds received.

For purposes of any such inquiry undertaken by the Auditor General, the Recipient shall provide, upon request and in a timely manner, to the Auditor General or anyone acting on behalf of the Auditor General:

- a) all records held by the Recipient, or by agents or contractors of the Recipient relating to this Agreement and to the use of the Contribution; and
- b) such further information and explanations as the Auditor General, or anyone acting on behalf of the Auditor General, may request relating to this Agreement or the Contribution.

## 8.0 Representations

The Recipient represents and warrants that:

- a) it is a municipality and in good standing under the laws of Canada and Ontario, and it shall remain as such for the duration of the Agreement. A certified copy of the Charter for this organization together with a certified copy of the Resolution and/or by-laws authorizing this transaction is attached to this Agreement as Annex 3;
- b) it has the power and authority, and has met all legal requirements, necessary to carry on business, hold property, and to enter into, deliver and perform this Agreement;

- c) the signatories to this Agreement, on behalf of the Recipient, have been duly authorized to execute and deliver this Agreement;
- d) this Agreement constitutes a legally binding obligation of the Recipient, enforceable against it in accordance with its terms, subject to a court's discretionary authority with respect to the granting of a decree ordering specific performance or other equitable remedies;
- e) the execution and delivery of this Agreement and the performance by the Recipient of its obligations hereunder will not, with or without the giving of notice or the passage of time or both:
  - i) violate the provisions of the Recipient's by-laws, any other corporate governance document subscribed to by the Recipient or any resolution of the Recipient;
  - ii) violate any judgment, decree, order or award of any court, government agency, regulatory authority or arbitrator; or
  - iii) conflict with or result in the breach or termination of any material term or provision of, or constitute a default under, or cause any acceleration under, any license, permit, concession, franchise, indenture, mortgage, lease, equipment lease, contract, permit, deed of trust or any other instrument or agreement by which it is bound.
- f) there are no actions, suits, investigations or other proceedings pending or, to the knowledge of the Recipient, threatened and there is no order, judgment or decree of any court or governmental agency which could materially and adversely affect the Recipient's ability to carry out the activities contemplated by this Agreement; and
- g) the Recipient has acquired adequate property damage and general liability insurance that is consistent with the level of risk exposure associated with the Project and will maintain such from the Commencement Date to the Completion Date.

## **9.0 Announcements, Events and other Communications Activities**

The Recipient hereby consents to participate in a public announcement of the Project by or on behalf of the Minister in the form of a news release and/or media event. The Minister shall inform the Recipient of the date the public announcement is to be made, and the Recipient shall maintain the confidentiality of this Agreement until such date. The Recipient agrees to satisfy the event/announcement requirements which can be found in the Communications Requirements section of the FedNor website (fednor.gc.ca), located under Resources; For funding recipients.

The Recipient hereby agrees to place federal government logos on all Project-related promotional or advertising materials (unless prior exemption is obtained from Industry Canada), including, but not limited to, electronic media (web, television, video), and print media (print advertising, brochures, magazines, maps, posters). In addition, the Recipient may be required to produce and display recognition signage. The Recipient agrees to satisfy the federal visibility and signage requirements which can be found in the Communications Requirements section of the FedNor website (fednor.gc.ca), located under Resources.

## **10.0 Official Languages**

10.1 In relation to the Project, the Recipient agrees to:

- a) make available basic communications that target the public in both official languages, in a manner that gives equal prominence to both official languages (or for a specific clientele where the linguistic preference of individual members of the target group is known, in accordance with such preferences); and
- b) provide in both official languages any basic services to be provided or made available to the public.



**11.0 Indemnification and Limitation of Liability**

- 11.1 This Agreement is a Contribution Agreement only, not a contract for services or a contract of service or employment, and nothing in this Agreement, or the parties' relationship or actions is intended to create, nor shall be construed as creating, a partnership, employment or agency relationship between them. The Recipient is not in any way authorized to make a promise, agreement or contract or to incur any liability on behalf of the Minister, nor shall the Recipient make a promise, agreement or contract and incur any liability on behalf of the Minister, and the Recipient shall be solely responsible for any and all payments and deductions required by applicable laws.
- 11.2 The Recipient shall at all times indemnify and save harmless the Minister, his or her officials, employees and agents, from and against all claims and demands, losses, costs, damages, actions, suits or other proceedings (including, without limitation, those relating to injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights) by whomsoever brought or prosecuted, or threatened to be brought or prosecuted, in any manner based upon, caused by, or arising directly or indirectly from:
- a) the Project, its operation, conduct or any other aspect thereof;
  - b) the performance or non performance of this Agreement, or the breach or failure to comply with any term, condition, representation or warranty of this Agreement, by the Recipient, its officers, employees and agents, or by a third party or its officers, employees, or agents; or
  - c) any omission or other wilful or negligent act or delay of the Recipient or third party and their respective employees, officers, or agents,
- except to the extent to which such claims and demands, losses, costs, damages, actions, suits, or other proceedings relate to the wilful act or omission of an official, employee, or agent of the Minister in the performance of his or her duties.
- 11.3 The Minister shall have no liability under this Agreement except for payments of the Contribution in accordance with the provisions of this Agreement. Without limiting the foregoing, the Minister shall not be liable for any direct, indirect, special or consequential damages, or damages for loss of revenues or profits of the Recipient.
- 11.4 The Minister, his or her agents, employees and servants will not be held liable in the event the Recipient enters into loan, a capital lease or other long-term obligation in relation to the Project for which the Contribution is provided.

## **12.0 Default and Remedies**

### **12.1 Events of Default**

The following constitute events of default:

- a) the Recipient becomes bankrupt or insolvent, goes into receivership, or takes the benefit of any statute from time to time in force relating to bankrupt or insolvent debtors;
- b) an order is made or resolution passed for the winding up of the Recipient, or the Recipient is dissolved;
- c) in the opinion of the Minister, the Recipient ceases to operate or has sold all or substantially all its assets;
- d) the Recipient has submitted incomplete, false or misleading information to the Minister, or makes a false representation in this Agreement or any document relating to the Contribution;
- e) in the opinion of the Minister, there is a material adverse change in risk;
- f) in the opinion of the Minister, the Recipient fails to comply with a term, undertaking or condition of this Agreement; or
- g) in the opinion of the Minister, the Recipient has failed to proceed diligently with the Project including, but not limited to, failure to meet deadlines stipulated in this Agreement except where such failure is due to causes which, in the opinion of the Minister, are beyond the control of the Recipient.

## 12.2 Notice and Rectification Period

The Minister may make a declaration of default by providing written notice to the Recipient of the condition or event which, in the Minister's opinion, constitutes an event of default under subsection 12.1. Except in the circumstances described in subsections (a) and (b) of section 12.1, the Minister may, in his or her discretion, advise the Recipient of the condition or event, and allow the Recipient a period of fifteen (15) days, or such other time as the Minister may in his or her sole discretion deem appropriate, to correct the condition or event complained of, or to demonstrate to the satisfaction of the Minister that it has taken the necessary steps to correct the condition, failing which the Minister may immediately declare that an event of default has occurred. Notification by the Recipient of rectification shall be made in writing within the period of fifteen (15) days or such other time as the Minister may decide.

## 12.3 Remedies

If the Minister declares that an event of default has occurred, the Minister may immediately exercise any one or more of the following remedies:

- a) terminate any obligation by the Minister to make any payment under this Agreement, including any obligation to pay an amount owing prior to such termination;
- b) suspend any obligation by the Minister to make any payment under this Agreement, including any obligation to pay an amount owing prior to such suspension;
- c) require the Recipient to repay forthwith to the Minister all or part of the Contribution which amount shall constitute a debt due to Her Majesty; and
- d) exercise any other remedy available to the Minister at law.

## 13.0 General

### 13.1 Canadian Goods and Services

The Recipient in purchasing goods and services for the performance of the Project, shall provide a full and fair opportunity for use of Canadian carriers, suppliers and sub contractors to the extent that they are competitive and available.

- 13.2 If the Recipient acquires supplies, equipment or services with the Contribution it shall do so through a process that promotes the best value for money. The Recipient must provide and adhere to current Recipient procurement policies with evidence of competitive process and selection methodology. In the absence of Recipient procurement policy, if the Recipient is selecting contractors from which to acquire supplies, equipment or services for the project for an amount greater than twenty-five thousand dollars (\$25,000) a competitive process must be used, including a written request for at least three proposals, written evaluation of bids received and a written agreement with the successful contractor. FedNor may, at its sole discretion, consent in writing to single sourcing if details of urgency, special expertise, confidentiality, savings or other circumstances warrants it.
- 13.3 Without limiting the scope of the Set-off Rights provided for under the Financial Administration Act, it is understood that the Minister may set off against the Contribution, any amounts owed by the Recipient to Her Majesty the Queen in Right of Canada under legislation or contribution agreements and the Recipient shall declare to the Minister all amounts outstanding in that regard when making any claim under this Agreement.
- 13.4 Subject to the Access to Information Act (Canada), the Privacy Act, the Library and Archives Act of Canada, and to section 9.0 of this Agreement, the Parties shall keep confidential and shall not disclose the contents of this Agreement or the transactions contemplated hereby without the consent of all Parties. Notwithstanding the foregoing, the Minister may:
- a) disclose the contents of this Agreement and any documents pertaining thereto, whether predating or subsequent to this Agreement, or of the transactions contemplated herein, where in the opinion of the Minister such disclosure is necessary to the defence of Canada's interests in the course of a trade remedy investigation conducted by a foreign investigative authority and is protected from public dissemination by the foreign investigative authority. The Minister shall notify the Recipient of such disclosure;
  - b) disclose the contents of this Agreement and documents and information related thereto as may be required pursuant to obligations contained in trade agreements to which Canada is a party; and
  - c) disclose information which may be required by government policies including a policy related to proactive disclosure.

- 13.5 Notwithstanding subsection 13.4, the Recipient waives any confidentiality rights to the extent such rights would impede Canada (Her Majesty the Queen in Right of Canada) from fulfilling its notification obligations to the World Trade Organization under Article 25 of the Agreement on Subsidies and Countervailing Measures.
- 13.6 The Recipient shall comply with all federal, provincial, territorial, municipal and other applicable laws governing the Recipient or the Project, or both, including but not limited to, statutes, regulations, by-laws, rules, ordinances and decrees. This includes any legal requirements and regulations relating to the environment.
- 13.7 This Agreement shall be subject to and construed in accordance with the laws of Canada and of Ontario and the parties hereto acknowledge the jurisdiction of the superior court of such province as defined in the Interpretation Act R.S., c. I-23, as amended from time to time.
- 13.8 If a dispute arises concerning the application or interpretation of this Agreement, the Parties shall attempt to resolve the matter through good faith negotiation, and may, if necessary and the Parties consent in writing, resolve the matter through mediation by a mutually acceptable mediator or arbitration in accordance with the Commercial Arbitration Code set out in the schedule to the Commercial Arbitration Act (Canada), and all regulations made pursuant to that Act.
- 13.9 Any tolerance or indulgence demonstrated by one Party to the other, or any partial or limited exercise of rights conferred on a Party, shall not constitute a waiver of rights, and unless expressly waived in writing both Parties shall be entitled to exercise any right and seek any remedy available under this Agreement or otherwise at law. Either Party may, by notice in writing, waive any of its rights under this Agreement.
- 13.10 The Recipient represents and warrants that no member of the House of Commons or the Senate of Canada shall be admitted to any share or part of this Agreement or to any benefit arising from it, that is not otherwise available to the general public.
- 13.11 The Recipient confirms that no current or former public servant or public office holder to whom the Values and Ethics Code for the Public Service or the Conflict of Interest Act apply, shall derive direct benefit from the Agreement, including any employment, payments or gifts, unless the provision or receipt of such benefits is in compliance with such codes and legislation. Where the Recipient employs or has a shareholder who is either a current or former (in the last twelve months) public office holder or public servant in the federal government, the Recipient shall demonstrate compliance with these codes and legislation.

13.12 It has not directly or indirectly promised or offered to any official or employee of the Minister, any bribe, gift, or other inducement, nor has it authorized any person to do so on its behalf, for or with a view to obtaining this Contribution.

13.13 The Recipient represents and warrants that:

- a) any person (other than an employee) who, for consideration, directly or indirectly, communicated with or arranged a meeting with a public office holder, in respect of any aspect of this Agreement, prior to the execution of the Agreement, was in compliance with all requirements of the Lobbying Act, as amended from time to time;
- b) any person (other than an employee) who, for consideration, directly or indirectly, during the term of this Agreement and in respect of any aspect of this Agreement, communicates with or arranges a meeting with a public office holder, will be in compliance with all requirements of the Lobbying Act;
- c) at all relevant times it has been, is and will continue to remain in compliance with the Lobbying Act;
- d) it has not, nor has any person on its behalf, paid or provided or agreed to pay or provide, to any person (other than an employee), directly or indirectly, a commission, contingency fee or any other consideration (whether monetary or otherwise) that is dependant upon the execution of the Agreement or the person arranging a meeting with a public office holder; and
- e) it will not, during the term of this Agreement, pay or provide or agree to pay or provide to any person (other than an employee), directly or indirectly, a commission, contingency fee or any other consideration (whether monetary or otherwise) that is dependant upon the person arranging a meeting with any official or employee of Her Majesty the Queen in Right of Canada.

The Recipient acknowledges that the representations and warranties in this section are fundamental terms of this Agreement. The Minister may terminate this Agreement in the event of a breach of any of the above representations or warranties, and may also recover from the Recipient the full amount of any compensation paid by the Recipient in breach of subsections (d) or (e).

**14.0 Notice**

14.1 Any notice, information or document required under this Agreement shall be effectively given if delivered or sent by letter, electronic correspondence or facsimile (postage or other charges prepaid). Any notice that is delivered shall be deemed to have been received on delivery; any notice sent by electronic correspondence or facsimile shall be deemed to have been received one working day after being sent, any notice that is mailed shall be deemed to have been received eight (8) business days after being mailed.

14.2 Any notice or correspondence to the Minister shall be addressed to:

Industry Canada/FedNor  
107 Shirreff Avenue, Suite 104  
North Bay ON P1B 7K8

Attention: Mrs. Denise Deschamps  
Canadian Experiences Fund - National Tourism  
Northern Ontario Development Program

or to such other address as may be designated by the Minister in writing.

14.3 Any notice or correspondence to the Recipient shall be addressed to:

Mr. Carman Kidd  
Mayor  
The Corporation of the City of Temiskaming Shores  
325 Farr Drive, P.O. Box 2050  
Haileybury ON P0J 1K0

14.4 Either of the Parties may change the address which they have stipulated in this Agreement by notifying the other Party of the new address in writing, and such change shall be deemed to take effect fifteen (15) days after receipt of such notice.

Project Number: 851-512497

**IN WITNESS WHEREOF** the Parties hereto have executed this Agreement

**HER MAJESTY THE QUEEN IN RIGHT OF CANADA** as  
represented by the Minister of Industry

Per: 

Name: Aime J. Dimatteo

Title: Director General, FedNor

Date: JUL 31 2019

**RECIPIENT**

Per:

Name:

Title:

Date:

Per:

Name:

Title:

Date:

I/we have authority to bind The Corporation of the City of  
Temiskaming Shores



## **THE PROJECT - STATEMENT OF WORK**

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

**Project Number:** 851-512497

### **I. PROJECT SCOPE**

i) **Description:**

The Corporation of the City of Temiskaming Shores is requesting \$193,000 in Canadian Experiences Fund (CEF) funding, which represents 89.8 percent of eligible supported costs of the project, to implement a culinary tourism strategy for the Lake Temiskaming Tour / Tour du Lac Temiskaming (LTT) catchment region. The area includes Mattawa, North Bay, Temagami and Temiskaming Shores, along with communities in between.

ii) **Project Location:**

Temiskaming Shores, ON

iii) **Dates:**

- a) Commencement Date - August 1, 2019
- b) Completion Date - December 31, 2020

iv) **Key Workplan Activities, Timelines and Milestones:**

**A. Training**

- Culinary Tourism Alliance would provide training to up to 50 agri-food enterprises. Training would ensure businesses are prepared for the food travelers. This would entail group training, consultation sessions and on-site visits in various communities
- work with partners to provide e-commerce and web presence training

**B. Marketing/ promotion**

- host the agri-food businesses on the Savour Ottawa website, a site that also includes a mapping function
- incorporate the culinary component within the LTT's marketing materials, which includes, website, passport and collateral promotional material
- update the LTT's website to ensure it is accessibility compliant and mobile friendly
- implement a marketing strategy, including a targeted programmatic marketing program

C. Product development/distribution

- work with agri-food businesses and First Nation entrepreneurs to develop new culinary tourism food products and experiences (i.e. forest foraging twined with food preparation)
- create partnerships and explore opportunities to increase visibility and selling points for agri-food entrepreneurs

v) Performance Measures and Tracking Plan:

- The anticipated outcomes include:
  - up to 50 SMEs would receive training
  - up to 25 new agri-food products and/or experiences would be developed
  - up to 10 agri-food producers would expand their product offerings
  - up to 50 SMEs would experience increase in sales
  - an increase in visitors to agri-food culinary sites and other attractions
  - one overall tourism product enhanced- The Lake Temiskaming Tour
  - an increase tourism in the region along with related spending
  - maintenance of alliances with Culinary Tourism Alliance (CTA), Destination Northern Ontario, NECO, South Temiskaming Community Futures Development Corporation, various municipalities, and the Temiskaming Shores Chamber of Commerce
  - creation of alliances with new agri-food producers and Savour Ottawa
  - implementation of the Culinary Tourism Strategies for both North Bay and Temiskaming Shores regions
  - incorporation of programmatic marketing to target specific potential visitors. This technology would be shared with partners to ensure they are aware of it's capabilities and benefits.
  - support the development of retail location(s) to promote agri- food products

vi) Project Costs and Financing:

<u>Project Costs:</u>		<u>Financing:</u>	
Eligible Costs		FedNor	\$193,000
- Supported	\$215,000	Other Federal	\$0
- Not Supported	\$0	Provincial	\$6,000
Ineligible Costs	\$0	Municipal	\$0
		Financial Institution	\$0
		Recipient	\$6,000
		Other	\$10,000
<b>Total</b>	<u>\$215,000</u>		<u>\$215,000</u>

	<u>Supported</u>	<u>Not Supported</u>	<u>Total</u>
<u>Eligible Costs:</u>			
Consulting Fees	\$100,000		\$100,000
Marketing / Promotion / Translation	\$110,000		\$110,000
Travel	\$5,000		\$5,000
<b>TOTAL ELIGIBLE COSTS</b>	<u>\$215,000</u>		<u>\$215,000</u>
<u>Ineligible Costs</u>			\$0
<b>TOTAL INELIGIBLE COSTS</b>			<u>\$0</u>
<b>TOTAL PROJECT COSTS</b>			<u>\$215,000</u>

\* Eligible Costs include the amount of Harmonized Sales Tax, (HST), net of any refund or eligible credits due from the Canada Revenue Agency.

vii) Official Languages Obligations:

For greater certainty, Section 10.0 includes:

Basic communications and services are to be provided in both official languages.

## II. PROJECT FUNDING CONDITIONS

- i) Variance of any of the Eligible Supported Costs  
Variance of any of the Eligible Supported Costs listed above in excess of 15% requires the prior written approval of the Minister.
- ii) Pre-disbursement Conditions  
Prior to receiving payment towards Eligible and Supported Costs incurred, the Recipient, on or before the date of first payment, shall:
  - a) provide evidence that it has arranged for the balance of the funding required to enable the Project to proceed, on terms and conditions that are satisfactory to the Minister.
- iii) Advance Payments:
  - a) The Minister has approved advances calculated on the basis of projected cash flow requirements of the Recipient submitted by the Recipient and approved by the Minister.

## III. REPORTING REQUIREMENTS

The Recipient shall submit the following reports in a form satisfactory to the Minister:

- i) Progress Reports and claims for Eligible and Supported Costs incurred as per a schedule provided by the Minister.
- ii) A Final Activity Report by the Final Claims Reporting Date;
- iii) Performance Reports, including:
  - a) a Final Results Report at project end on results achieved between the project start and end date;
  - b) a Two-Year Follow-up Results Report for projects forecasting additional outcomes within two (2) years of project completion. If applicable, completed reports are to be submitted within one (1) month of receiving the report template; and
  - c) a Five-Year Follow-up Results Report for projects forecasting additional outcomes within five (5) years of project completion. If applicable, completed reports are to be submitted within one (1) month of receiving the report template.

**COSTING MEMORANDUM**  
**Canadian Experiences Fund - National Tourism**

**1.0 General Conditions**

1.1 Costs are Eligible Costs for the purposes of this Agreement only if they are, in the opinion of the Minister,

- a) directly related to the Project;
- b) reasonable;
- c) appear in the "The Project-Statement of Work";
- d) incurred in respect of activities which are incremental to the usual activities of the Recipient; and
- e) incurred between May 28, 2019 and the Completion Date.

1.2 Costs incurred by way of the exercise of an option to purchase or hire are eligible only if the exercise of the option is at the sole discretion of the Recipient and the option has been exercised between May 28, 2019 and the Completion Date.

1.3 Costs of all goods and services (including labour) acquired from an entity which is, in the opinion of the Minister related to the Recipient, shall be valued at the cost which, in the opinion of the Minister, represents the fair market value of such goods or services, which cost shall not include any mark up for profit or return on investment.

1.4 No cost described in section 2.0 shall be eligible for inclusion in Eligible Costs unless the Recipient causes the supplying entity to maintain proper books, accounts and records of the costs related to the Project, and to provide to any representative of the Minister access to such books, accounts and records.

**2.0 Eligible Costs**

Where consistent with the approved Eligible and Supported costs, as defined in Annex 1 - The Project - Statement of Work, the following criteria will be used in determining eligibility of costs:

## 2.1 Travel Costs - Prime Transportation

Eligible travel costs are those which are deemed necessary to the performance of the Project. To be eligible, travel costs must be clearly documented as to the purpose of each trip. Travel expenses, at economy rates, shall be charged as at actual costs, but only to the extent that they are considered reasonable by the Department.

Necessary return airfare, train fare or bus fare at economy rates for participation personnel. Where a personal automobile is to be used, kilometre (mileage) allowance will be based on current Treasury Board of Canada Travel Directives. Eligible Costs shall be limited to the cost that would have been incurred and paid had normal public transportation at economy rates been used.

Actual costs at the destination will be allowed for food, accommodation and surface transportation (i.e., taxis, etc.). Meal rates will be based on current Treasury Board of Canada Travel Directives. Please note receipts are required for all items except meals. Entertainment (hospitality) costs are not eligible.

## 2.2 Audit of Project Costs

If expressly approved in writing by the Minister, Eligible Costs may include the cost of professional accountants certifying the accuracy of any costs claimed.

## 2.3 Contractor/Consultants

Save as herein provided, the direct costs of studies and/or services carried out by a private contractor, consultant or Canadian University or Research Institute are eligible.

Where a contractor or consultant is to be used, prior consultation with the Minister is advised to ensure that the costs for these services are eligible. The Minister may not contribute to the cost of goods or services that are not, in the opinion of the Minister, provided by an entity who is at arm's length from the Recipient

The contractor, consultant, University or Institute shall not acquire any rights to the product or process developed as a result of services provided.

## 2.4 Calculation of Direct Labour Costs

The Recipient may claim only that time worked directly on the Project by its employees and may not claim for indirect time, non-project related time, holidays, vacation, paid sickness, etc. Paid overtime, where considered reasonable in the opinion of the Minister, may be claimed. Time in lieu of payment is eligible if taken and paid within the project period. Time claimed will normally be expressed in hours.

The payroll rate is the actual gross pay rate for each employee (normal periodic remuneration before deductions). The payroll rate excludes all premiums (e.g., overtime), shift differentials and any reimbursement or benefit conferred in lieu of salaries or wages except as noted in the last paragraph.

Employment benefits (CPP, EI, holidays, and vacations, etc.) not exceeding 20% of direct labour costs may be claimed (supporting documentation not required).

## 2.5 Harmonized Sales Tax (HST)

Eligible Costs include the amount of Harmonized Sales Tax (HST), net of any refund or eligible credits due from the Canada Revenue Agency.

In order to have the HST approved as an eligible cost on future claims, the Recipient may be required to provide documentation verifying the organization's status under HST legislation.

## 3.0 Ineligible Costs

For greater certainty, any costs not specifically described as Eligible Costs in accordance with section 2.0, shall be ineligible for inclusion in the Eligible Costs.

**Annex 3**

*(Insert a copy of the Recipient representation documents per section 8.0)*



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

**By-law No. 2019-140**

**Being a by-law to authorize the execution of a Tax Arrears  
Extension Agreement pursuant to Section 378 of the Municipal  
Act, 2001 - (Jo-Anne Hurst Dawson) TAC 2019-02, Roll No. 54-18-  
010-007-21001**

**Whereas** The Corporation of the City of Temiskaming Shores registered on the 26<sup>th</sup> day of April, 2019, a tax arrears certificate against the land described in Schedule "A" attached hereto and forming part of this by-law;

**And whereas** Section 378 of the Municipal Act, 2001 provides that after the registration of a tax arrears certificate and before the expiry of one (1) year following the date of the registration of the tax arrears certificate, a Municipality or Board may by by-law authorize an agreement with the owners of the land, the spouse of the owner, a mortgage or a tenant in occupation of such land to extend the period of time in which the cancellation price in respect to the Owner(s)/Spouse/Mortgagee/Tenant land is to be paid;

**And whereas** the statutory period within which such a By-law may be enacted has not elapsed;

**And whereas** at the September 3, 2019 Regular Council Meeting, Council acknowledged receipt of Administrative Report CS-045-2019 regarding a Tax Arrears Certificate (TAC) Extension Agreement and adopted a resolution authorizing the entering into a Tax Arrears Certificate (TAC) Extension Agreement and directing staff to prepare the necessary by-law for Council's consideration at the September 3, 2019 Regular Council Meeting.

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

1. That an agreement be entered into by The Corporation of the City of Temiskaming Shores with Jo-Anne Hurst Dawson, the Owner(s)/Spouse/Mortgagee/Tenant of the land described in Schedule "A" to extend the time period in which the cancellation price payable on this land is to be paid on the terms and generally in the form of Schedule "B" attached and forming part of this by-law;
2. That the agreement be in substantially the same form and contain the same terms and conditions as set out in Schedule "B", a copy of which is attached hereto.
3. That the Mayor and Clerk be and are hereby authorized and directed to enter into the agreement on behalf of the Corporation;
4. 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.
5. That this By-law shall come into force and take effect upon the final passing thereof.

**Read a first, second and third time and finally passed** this 3<sup>rd</sup> day of September, 2019.

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Mayor – Carman Kidd

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Clerk – David B. Treen

**Description of Land**

PARCEL 18421 SEC SST; PART NORTH ½ LOT 7 CONCESSION 1 DYMOND PART 1  
54R1131; TEMISKAMING SHORES; DISTRICT OF TIMISKAMING

**Schedule “B”  
Extension Agreement**

**This agreement** made in duplicate the 3<sup>rd</sup> day of September, 2019 between:

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

and

**Jo-Anne Hurst Dawson**  
(hereinafter called the “Owner(s)/Spouse/Mortgagee/Tenant”)

**Whereas** the Owner(s)/Spouse/Mortgagee/Tenant is the owner of the land in the City of Temiskaming Shores;

**And Whereas** the Owner(s)/Spouse/Mortgagee/Tenant’s land is in arrears of taxes on the 31<sup>st</sup> day of December, 2018 in the amount of \$7,009,109 and a tax arrears certificate was registered in the Land Registry or Land Titles Office on the 26<sup>th</sup> day April, 2019 in respect of the Owner(s)/Spouse/Mortgagee/Tenant’s land. (Instrument number DT67100, (TAC 2019-02);

**And whereas** Section 378 of the Municipal Act, 2001 provides that after the registration of a tax arrears certificate and before the expiry of one (1) year following the date of the registration of the tax arrears certificate, a Municipality or Board may by By-law authorize an extension agreement with the Owner(s) of the land, the spouse of the owner, a mortgagee or a tenant in occupation of such land to extend the period of time in which the cancellation price in respect to the Owner(s)/Spouse/Mortgagee/Tenant land is to be paid.

**And whereas** the period during which there is a subsisting extension agreement shall not be counted by the Treasurer in calculating the periods mentions in sub-section 379(1) of the Municipal Act, 2001;

**Now therefore this agreement witnesseth** that in consideration of the premises and of the covenants and obligations hereinafter contained, it is hereby agreed as follows:

1. The Owner(s)/Spouse/Mortgagee/Tenant accepts that in addition to the taxes and penalty (which includes water, sewer and solid waste diversion fees) as at September 3, 2019, penalty and interest charges will continue to be applied monthly to the unpaid tax balance at a rate of 15% per annum or 1.25% per month.
2. The Owner(s)/Spouse/Mortgagee/Tenant will make payments to the Corporation in accordance to Appendix 01 attached hereto.
3. Notwithstanding any of the provisions of the Agreement, the Municipal Act, 2001, as amended, shall continue to apply to the collection and enforcement of all tax arrears and all taxes except that the Treasurer of the Corporation, without waiving the statutory rights and powers of the municipality or of the Treasurer, shall not enforce collections of such tax payments, except as set out in paragraph 2 and 3, during the

time this Agreement is in force so long as the Owner(s) / Spouse / Mortgagee / Tenant is not in default hereunder.

4. In the event the Owner(s)/Spouse/Mortgagee/Tenant defaults in any payments required by this Agreement and upon notice being given to the Owner(s) / Spouse / Mortgagee / Tenant by the Corporation, this Agreement shall be terminated and the Owner(s) / Spouse / Mortgagee / Tenant shall be placed in the position he or she was before this Agreement was entered into. In the event of a default, this Agreement shall cease to be considered a subsisting agreement on the day that the notice of termination is sent to the Owner(s)/Spouse/Mortgagee/Tenant.
5. Immediately upon the Owner(s)/Spouse/Mortgagee/Tenant or any other person making all the payments required under paragraphs 2 and 3, this Agreement shall be terminated and, the Treasurer shall forthwith register a tax arrears cancellation certificate in respect to the said lands.
6. Notwithstanding the provisions of paragraphs 2 and 3, the Owner(s) / Spouse / Mortgagee / Tenant and any other person may at the time pay the balance of the cancellation price and upon receipt of the aforesaid payment by the Corporation, this Agreement shall terminate and the Treasurer shall forthwith register a tax arrears cancellation certificate.
7. This Agreement shall cease to be considered a subsisting Agreement upon the date of the sale or other disposition of the land.
8. In any paragraph or part of paragraphs in this Agreement is determined by a court or tribunal of component jurisdiction to be illegal or unenforceable, it or they shall be considered separate and severable from the Agreement and the remaining provisions of the Agreement shall remain in force and effect and shall be binding upon the Parties hereto as though the said paragraph or paragraphs or part or parts of paragraphs had never been included.
9. Any notice required to be given to the Owner(s) / Spouse / Mortgagee / Tenant hereunder shall be sufficiently given if sent by registered mail to the Owner(s)/Spouse/Mortgagee/Tenant at the following address:

P.O. Box 2530  
New Liskeard, Ontario  
P0J 1P0

**Remainder of Page left Blank intentionally**

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

Signed and Sealed in  
the presence of

**Jo-Anne Hurst Dawson**

\_\_\_\_\_  
Signature – Jo-Anne Hurst Dawson

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

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

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

Municipal Seal

**Corporation of the City of  
Temiskaming Shores**

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Clerk – David B. Treen

## **Appendix 01 to Schedule “B”**

### **Extension Agreement**

#### **Payments required under Extension Agreement**

September 2019	\$3,000
September 2019	\$500
October 2019	\$500
November 2019	\$500
December 2019	\$500
January 2020	\$500
February 2020	\$500
March 2020	\$500
April 2020	\$500
May 2020	\$500
June 2020	\$500
July 2020	\$500
August 2020	\$500
September 2020	\$500
October 2020	\$500
November 2020	\$500
December 2020	\$500
January 2021	\$500
February 2021	\$500
March 2021	\$500
April 2021	\$500
May 2021	\$500
June 2021	\$500
July 2021	\$500
August 2021	\$500

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

**By-law No. 2019-141**

**Being a by-law to amend By-law No. 2012-101, as amended being a by-law to Regulate Traffic and Parking of vehicles in the City of Temiskaming Shores – Stop Sign on Morrissette at Meridian**

**Whereas** Section 10(2) of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, authorizes a municipality to pass by-laws respecting the health, safety and well-being of persons;

**And whereas** Section 102.1(1) of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, provides that a municipality may require a person to pay an administrative penalty if the municipality is satisfied that the person has failed to comply with any by-laws respecting the parking, standing or stopping of vehicles;

**And whereas** the Council of the Corporation of the City of Temiskaming Shores has adopted By-law No. 2012-101 on November 6, 2012 regulating traffic and parking of vehicles in the City of Temiskaming Shores;

**And whereas** Council considered Administrative Report No. PW-027-2019 at the September 3, 2019 Regular Council meeting and directed staff to prepare the necessary by-law to amend By-law No. 2012-101 being a by-law to regulate Traffic and Parking for consideration at the September 3, 2019 Regular Council meeting;

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

1. That Council hereby amends By-law No. 2012-101, more specifically **Appendix “11” – Providing for the installation of Stop Signs at Intersections** of Schedule “A” by adding the following:

<u>Intersection</u>		<u>Facing Traffic</u>
Morrissette Drive	& Meridian	East Bound on Morrissette Drive

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 3<sup>rd</sup> day of September, 2019.**

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Mayor – Carman Kidd

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Clerk – David B. Treen

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

**By-law No. 2019-142**

**Being a by-law to authorize the entering into a lease agreement  
with Dr. Lynne Lacasse for the rental of space at the  
Haileybury Medical Centre**

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

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

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

**Whereas** Council considered Administrative Report No. CS-046-2019 at the September 3, 2019 Regular Council meeting and directed staff to prepare the necessary by-law to enter into a four (4) year lease agreement with Dr. Lynne Lacasse for the rental of 348 ft<sup>2</sup> of office space at the Haileybury Medical Center effective September 1<sup>st</sup>, 2019 until August 31<sup>st</sup>, 2023;

**And whereas** the Council of The Corporation of the City of Temiskaming Shores deems it desirable to enter into an Agreement with the Dr. Lacasse

**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. Lynne Lacasse 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 3<sup>rd</sup> day of September, 2019.**

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Mayor – Carman Kidd

---

Clerk – David B. Treen



**Schedule A to**  
**By-law No. 2019-142**  
Agreement between  
**The Corporation of the City of Temiskaming Shores**  
and  
**Dr. Lynne Lacasse**  
for the rental of space at the  
Haileybury Medical Center

***Lease Agreement***

between

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

and

**Dr. Lynne Lacasse**

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**Lease**

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

This Lease made this 3<sup>rd</sup> day of September, 2019

Between:

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

And:

**Dr. Lynne Lacasse**  
(hereinafter called the "Lessee")

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

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

### **1. Leased Premises**

The Lessor hereby demises and leases to the Lessee part of the **upper level** in the Lessor's Building containing a rentable area of three hundred and fifty-one square feet (348sq.ft.), located at 95 Meridian Avenue, City of Temiskaming Shores, Ontario being hereinafter called the "premises".

### **2. Ingress and Egress**

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

### **3. Term**

To hold the premises for a term commencing on the 1<sup>st</sup> day of September 1<sup>st</sup>, 2019 and ending on the 31<sup>st</sup>, of August, 2023.

### **4. Rent**

And paying therefore, to the Lessor, subject to the provisions of this Lease, the sum of **Three Hundred Ninety-Seven Dollars and Eighty-Eight cents (\$397.88) per month plus HST**, for year one (1). An increase will be applied to the rental rate according to the Consumer Price Index for effective September 1st of each year of the term. 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.

**Remainder of Page left Blank intentionally**

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

**Signed, Sealed and Delivered** in the presence of:

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

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

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Clerk – David B. Treen

**Dr. Lynne Lacasse**

95 Meridian Avenue  
P.O. Box 2010  
Haileybury, Ontario  
P0J 1K0

\_\_\_\_\_  
Dr. Lynne Lacasse

\_\_\_\_\_  
Witness

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

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

**By-law No. 2019-143**

**Being a by-law to amend By-law No. 2019-040 being a by-law to authorize the entering into a Lease Agreement with the Haileybury Family Health Team (Hlby Medical Centre) – Remove Rooms 232 & 234**

**Whereas** Section 10(2) of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, authorizes a municipality to pass by-laws respecting the health, safety and well-being of persons;

**And whereas** Section 102.1(1) of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, provides that a municipality may require a person to pay an administrative penalty if the municipality is satisfied that the person has failed to comply with any by-laws respecting the parking, standing or stopping of vehicles;

**And whereas** the Council of the Corporation of the City of Temiskaming Shores has adopted By-law No. 2012-101 on November 6, 2012 regulating traffic and parking of vehicles in the City of Temiskaming Shores;

**And whereas** Council considered Administrative Report No. CS-046-2019 at the September 3, 2019 Regular Council meeting and directed staff to prepare the necessary by-law to amend By-law No. 2019-040 being a by-law to authorize the entering into a Lease Agreement with the Haileybury Family Health Team (Hlby Medical Centre) to remove Rooms 232 & 234 from the Lease for consideration at the September 3, 2019 Regular Council meeting;

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

1. That Council hereby amends By-law No. 2019-040 by removing Schedule “B” Lease Agreement with the Haileybury Family Health Team for rental of Rooms 232/234 (Nurse Practitioner) in its entirety.
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 3<sup>rd</sup> day of September, 2019.

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Mayor – Carman Kidd

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Clerk – David B. Treen

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

### **By-law No. 2019-145**

#### **Being a by-law to confirm certain proceedings of Council of The Corporation of the City of Temiskaming Shores for its Regular meeting held on September 3, 2019**

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

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

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

**And whereas** it is the desire of the Council of The Corporation of the City of Temiskaming Shores to confirm proceedings and By-laws;

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

1. That the actions of the Council at its Regular meeting held on **September 3, 2019** with respect to each recommendation, by-law and resolution and other action passed and taken or direction given by Council at its said meeting, is, except where the prior approval of the Ontario Municipal Board is required, hereby adopted, ratified and confirmed.
2. That the Mayor, or in his absence the presiding officer of Council, and the proper officials of the municipality are hereby authorized and directed to do all things necessary to give effect to the said action or to obtain approvals where required, and except where otherwise provided, the Mayor, or in his absence the presiding officer, and the Clerk are hereby directed to execute all documents required by statute to be executed by them, as may be necessary in that behalf and to affix the corporate seal of the municipality to all such documents.

**Read a first, second and third time and finally passed** this 3<sup>rd</sup> day of September, 2019.

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Mayor – Carman Kidd

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Clerk – David B. Treen